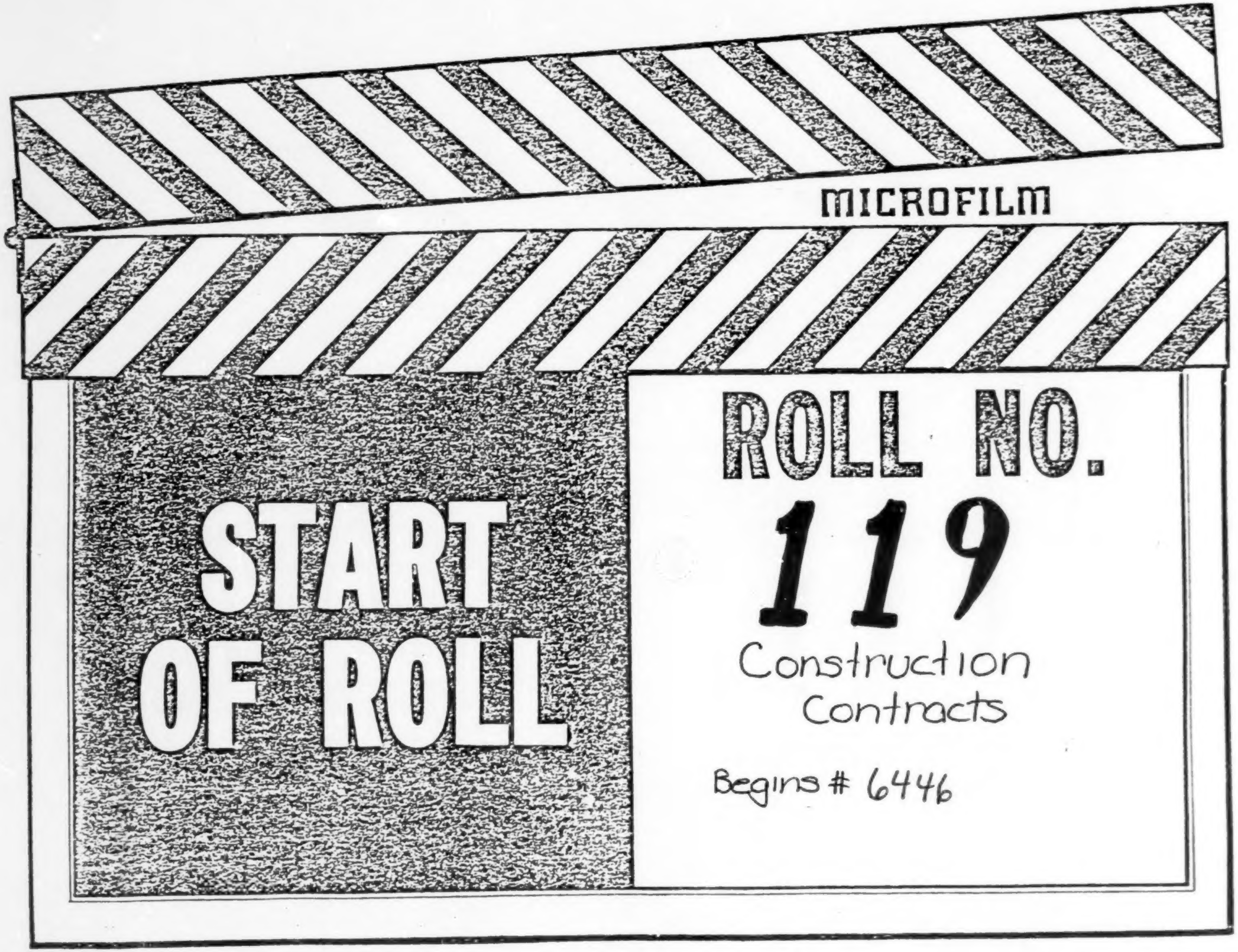

MICROFILM

START OF ROLL

ROLL NO.

119

Construction
Contracts

Begins # 6446

21-1073 Mile Point 2, Corvallis- 1964
Newport Hwy. (Slide Corr.)
#6446

RECEIVED
APR 26 1965

FORM E-30 80M 7-64 87°6229-734

FOR FILING

21-1073

6446

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
April 22, 1965

SUBJECT: West Unit, Coast Range Summit

To: Mr. F. D. Morgan
Construction Engineer
BUILDING

If this job will overrun due to slide correction, please initiate overrun request.

F B Klaboe
F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

RECEIVED
APR 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVIS
APR 23 1965
NOTED

NOTED
F. B. KLABOE

Request for additional Authorization is being prepared.

RECEIVED
FEB 16 1965
FOR FILING
21-1073
6446

February 15, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $280 will be made to Access Construction Company on Contract No. 6446 for grading and paving the M. P. 2 Slide on the Corvallis-Newport Highway in Lincoln County, as soon as the warrant is prepared.

The total amount paid on this contract will be $94,277.97, including the post-final payment. Of the total $570.01 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Access Construction Company
P.O. Box 527
Gresham, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
MAR 10 1965
FOR FILING

9

21-1073

6446

January 27, 1965

Access Construction Company
P.O. Box 527
Gresham, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 27 considered your request for an extension of the specified completion date from September 1 to September 12, 1964, to complete Contract No. 6446 for grading and paving Mile Point 2 Slide on the Corvallis-Newport Highway in Lincoln County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension of the specified completion date from September 1 to September 3, 1964, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc R.D. Asburry
Wendell Schwartz
Frank Morgan
L.H. Young
C.H. Maison

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1964

SUBJECT: Extension of Time
Mile Point 2 Slide
Corvallis-Newport Highway
Contract No. 6446

To:

Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from Access Construction Company, contractor on the subject project, for an extension of the specified completion date from September 1, 1964 to September 12, 1964 without the assessment of liquidated damages. A previous request for an extension was denied by the Highway Commission at their meeting on October 9, 1964.

The contractor's reasons for requesting this increase are listed below followed by our findings:

1. "On June 3, 1964 we were starting the excavation, building haul roads and preparing the waste area to receive the slide material when our operations were suspended because of lack of right of way on the Lawrence property. Condemnation proceedings were completed by the State and we were able to proceed on June 8, 1964. Condemnation procedures should have been completed previously by the State. Our lost time three working days." This contract was awarded June 8, 1964. Any work the contractor was prevented from doing prior to this date is not a valid reason for extension.

2. "The large drainage ditch as staked to properly drain the slide area on the West end was not included in the original contract plans. This required approximately 7,000 cu. yds. of additional ditch excavation and the placing of a rock blanket on top of the perforated pipe. Due to the confined working area our excavating operation was delayed while ditch excavation was in progress. The congestion hampered our efficient use of our excavation equipment in the slide while draglines and trucks worked ditch excavation. We believe our lost time on this change to be 14 days." The excavation for this drainage ditch was done along the westerly side of the slide area although plans called for a drainage outlet on the easterly side. The plans did not indicate exactly how much excavation was involved. The drainage ditch outlet was relocated in order to avoid excess excavation which would have been required due to underlying hard materials which sloped to the southwest instead of the southeast.

NOTED
LLOYD P. SHAW

Quantities for this drain ditch amounted to 6,417.5 cubic yards. This does not represent an overrun in the excavation quantities not did the rock backfill overrun bid quantities. The contractor constructed this ditch during the same time as his other excavation and therefore this work did not interfere with his normal operations.

3. "On July 27, 1964 a large slide occured at the slide site. Our operations were delayed because of the Resident Engineer's request for decision from the Division Engineer as to how much to lay back the slope to prevent further such slides. Our lost time for this delay two working days." The Resident Engineer's records show that on July 25 the contractor was directed to stop work on the west end of the slide excavation because it appeared that this work was causing a larger slide to develop which endangered the highway. This work stoppage delayed the contractor 2 days while a suitable solution to the problem was developed. Recommend 2 day extension.

4. "There were numerous similar slides which were encountered which caused us to re-slope the cut and do our clean-up of the floor again and again. We beleive our lost time on these occurances to be 5 days." There were numerous small slides which were a nuisance but because of the nature of the project, this condition should have been anticipated by the contractor. All of the slides were minor and did not appreciably increase the quantity. The final excavation quantity for this project was 2.7 per cent over the bid quantity.

This project was completed on September 12, 1964. This is an overrun of 11 calendar days (7 chargeable days) which at the penalty rate of $140 per day represents $980 in liquidated damages. We recommend that the specified completion date for this project be extended to September 3, 1964. This will still leave 5 chargeable days in force amounting to $700 in liquidated damages.

This is a State construction project and Bureau of Public Roads concurrence is not required. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By
G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Enc.
cc L. H. Young
R. D. Asburry

RECEIVED
DEC 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

21-1073

FORM E-30X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1964

SUBJECT: Request for Time Extension
Contract 6446
Mile Point 2 Slide Section
Corvallis-Newport Highway

To: Mr. F. D. Morgan
Construction Engineer
Department

Attached is a request from Access Construction Company, contractor on the subject project, requesting an extension of seven days time to this project, the amount of the actual overrun.

Their previous request for an extension of 30 days due to wet weather and overrun of contract items was denied by the Highway Commission at their October 9 meeting. Their current request contains four items, which are resumeed in Resident Engineer Wendell E. Schwartz' attached November 18 letter. I concur with all of his findings except to expand upon their No. 2 item concerning the excavation needed to drain the area.

This excavation was done along the westerly side of the slide area. Actually the plans called for a drainage outlet along the easterly side but were not too clear in how much excavation would be needed to achieve this. The main reason for relocating this outlet was that the underlying hard materials were found to dip to the southwest instead of the southeast, which would have meant that more excavation would have been required to follow the original plan. Excavation of this ditch also helped the contractor in that it kept the area to be excavated for the roadbed fill relatively dry.

Their No. 3 item, that the Resident Engineer asked them to cease operations for two days, would be the only reason this office could concur in for extension of time on this project.

In case you disagree with this finding, the back of the standard form for such a request is being left blank and can be filled in following your review.

R. D. Asburry
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. W. E. Schwartz

CONSTRUCTION DIVISION
RECEIVED
NOV 23 1964
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

FORM E-90 93M 12-63 84678

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Newport, Oregon
November 18, 1964

SUBJECT: Request for Increased Workdays
Mile Point 2 Slide Section
Corvallis--Newport Highway
Contract #6446

To:

Mr. Ray Asburry
Division Engineer
Salem

Submitted herewith is a "Contractors Request for Increase in Number of Workdays" for the above mentioned project together with his reasons for making this request. I would make the following recommendations:

1. Date of award of this contract was June 8, 1964 with time being computed from that date. Any work he was prevented from doing prior to that date should not be compensated.

2. A drain ditch was excavated to drain the water from the excavation area and it contained 6,417.5 cy. However, this did not overrun the excavation quantities nor did the rock we put back in overrun the rock quantities. The contractor worked this ditch at the same time as the rest of his excavation and he performed the work in the same manner. This ditch work did not interfere with the rest of his operation and I would recommend that he not be granted additional time for the work.

3. On July 25th I did ask the contractor to suspend work on the West end of the slide excavation because it appeared that our work was causing a larger slide to develop which was endangering the highway. I wanted your opinion as to how our work could be finished without causing another section of the highway to fall into the slide. The contractor was held up Saturday and Monday until we had a chance to look at this together and discuss a solution. I would recommend the contractor be given these two days.

4. There were numerous small slides off the face of the large slide which were more of a nuisance than anything. Because of the very nature of the job, I believe the contractor should have known that he would have to face this problem. All slides were very minor and did not increase the quantities appreciably. Our final excavation figure was 2.7% over the bid quantity. I do not believe the slide problem was extensive enough to warrant a time extension and I recommend no time.

As much as I would like to help this contractor I believe his third reason is the only valid one and I would recommend that he be given the two days. This would extend his completion date to September 3, 1964.

Wendell E. Schwartz

Wendell E. Schwartz
Resident Engineer
Newport, Oregon

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 23, 19 64

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from .... days to 7 days, within which to complete our Contract No. 6446, without the assessment of liquidated damages. The said contract is described as follows:

Mile Point 2 Slide Corvallis- Newport Hwy. Lincoln County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached schedule

Respectfully submitted,

Access Construction Co.
Contractor

By J R Zumwalt
J. R. Zumwalt

CONSENT OF SURETY

Date November 2, 19 64

We, UNITED PACIFIC INSURANCE COMPANY ...., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By J P Barnes
Attorney-in-fact (J. P. Barnes)

MANSFIELD & CO. (SEAL)
By J P Barnes
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6446 Contractor Access Construction Company

Highway Corvallis-Newport

Section Mile Point 2 Slide

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be XXXXXXX GRANTED. The reasons for such recommendation are as follows:

The contractor was directed to stop work for a two-day period while a plan for handling a large slide was developed.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 6446

Project designation State (State-Federal)

Date awarded June 8, 1964

Work started June 16, 1964

Per cent completed 100 - Sept. 12, 1964 (Date)

Spec. Completion Date XXXXXXXXXXXXXXXXXX Sept. 1, 1964

No. of Workdays Used N/A

Revised Completion Date Requested XXXXXXXXXXXXXXXXXXXXXX Sept. 3, 1964

A. G. ZUMWALT
J. R. ZUMWALT

(AREA CODE 503)
MO 5-0031

ACCESS CONSTRUCTION COMPANY

P. O. BOX 527 • 27 E. POWELL BOULEVARD
GRESHAM, OREGON 97030

Oregon State Highway Commission October 23, 1964

[illegible]

The following instances outline where our work was delayed due to causes beyond our control:

1. On June 3, 1964 we were starting the excavation, building haul roads and preparing the waste area to receive the slide material when our operations were suspended because of lack of right of way on the Lawrence property. Condemnation proceedings were completed by [illegible] the State and we were able to proceed on June 8, 1964. Condemnation procedures should have been completed previously by the State. Our lost time three working days.

2. The large drainage ditch as staked to properly drain the slide area on the east end was not included in the original contract plans. This required approximately 7,[illegible] cu. yds. of additional ditch excavation and the placing of a rock blanket on top of the perforated pipe. Due to the confined working area our excavating operation was delayed while ditch excavation was in progress. The congestion hampered our efficient use of our excavation equipment in the slide while draglines and trucks worked ditch excavation. We believe our lost time on this change to be [illegible] days.

3. On July 27, 1964 a large slide occurred at the slide site. Our operations were delayed because of the Resident Engineer's request for decision from the Division Engineer as to how much to lay back the slope to prevent further such slides. Our lost time for this delay two working days.

4. There were numerous similar slides which were encountered which caused us to re-slope the cut and do our clean-up of the floor again and again. We believe our lost time on these occurrences to be 5 days.

RECEIVED
JAN 13 1965

FOR FILING

[illegible]

6446

January 12, 1965

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On October 9, 1964, we wrote to you concerning release of final payment on Contract 6446, awarded to Access Construction Company, for grading and paving M. P. 2 slide on the Corvallis-Newport Highway in Lincoln County.

Final payment on this contract is $2,802.84 and the total contract amount is $93,997.97, including $570.01 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Access Construction Co.
P. O. Box 483
Roseburg, Oregon

C.H. Maison
Attn: John Herr

DEC 30 1964

FOR FILING

6446

December 30, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 6
January 26, 1965 meeting

Gentlemen:

Access Construction Company, contractor on the Mile Point 2 Slide on the Corvallis-Newport Highway in Lincoln County, Contract No. 6446, requests that the completion date for this project be advanced from September 1 to September 12, 1964. He bases his request on alleged delays in acquiring right-of-way, construction of a drain ditch not shown on the plans, and the Resident Engineer's order to suspend work while methods of handling a slide were developed.

The delay to which the contractor refers caused by right-of-way negotiations not being consummated occurred prior to the date of award and cannot be considered. The plans indicated that a drainage outlet was to be constructed on the easterly side of the slide but, during construction, underlying hard materials were discovered to be sloping in the opposite direction making it desirable to construct the ditch on the westerly side. The contractor accomplished this ditch work in conjunction with his regular work and it did not interfere with his operations nor did the planned quantities overrun to any appreciable amount. The Resident Engineer directed the contractor to stop his work when a larger slide developed. Two days delay occurred while a plan was developed to correct this slide. The nature of this project was such that the contractor should have been aware of the probability of small slides occurring and adjusted his bid accordingly. All of these small slides were minor and did not materially increase the quantities.

This is a State project and was completed September 12, 1964. We recommend that the specified completion date be extended from September 1 to September 3, 1964. This will reduce the liquidated damages from $980 to $700.

This matter will be on the agenda at the January 26 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison R. D. Asburry

DES:fp fn

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: Nov. 27, 1964

SECTION: Mile Point 2 Slide

SECTION PREFIX: 21-1073

HIGHWAY: Corvallis-Newport

COUNTY: Lincoln

NAME OF JOB: Mile Point 2 Slide

KIND OF WORK: Grading & Paving

CONTRACTOR: Access Construction Co.

CONTRACT NUMBER: 6446

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: June 8, 1964

DATE WORK STARTED: June 15, 1964

ESTIMATED COMPLETION DATE:

XXXXXXXXXXXXX completion date: August 31, 1964

WORK DAYS USED: ---

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

PERCENT OF TIME ELAPSED: ---

PROJECT AUTHORIZATION: $125,091.87

ENGINEERING AUTHORIZATION: $8,113.20

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $116,978.67

ENGINEERING COST TO DATE: $8,068.81

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $113,266.78

PERCENT OF AUTHORIZATION: 99.5%

ESTIMATED PERCENT: XXXXXXX UNDERRUN 9.5%

DATE PROJECT WAS COMPLETED: September 12, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	XXXXXX Embav.	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Rock Emb.
	100	100		100	100		100

	Excavation XXXXX	SURFACING	Rock Emb. XXXXXXXX	OIL & BITUMINOUS MACADAM	XXXXXXX PAVING
MILES IN PROJECT		0.03			0.03
MILES PARTIALLY COMPLETED					
MILES COMPLETED		0.03			0.03
TOTAL ESTIMATED QUANTITIES (CONTRACT)	34,500.0	390	39,000.0		105.00
TOTAL QUANTITIES CORRECTED TO DATE	35,416.2	698	34,493.8		164.92
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	35,416.2	698	34,493.8		164.92
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Rain		NOTED JOHN R. OAKES
TUESDAY	Storm		CONSTRUCTION DIVISION RECEIVED
WEDNESDAY	Rain		NOV 30 1964
THURSDAY	Cloudy		WE
FRIDAY	Cloudy		S
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No work by Contractor.
TUESDAY	Same as Monday
WEDNESDAY	Same as Monday
THURSDAY	Same as Monday
FRIDAY	Same as Monday
SATURDAY	

REMARKS

This is the last Weekly Report for this project.

SIGNED

ADDRESS P.O. Box 37, Newport, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
OCT 1 2 1964
FOR FILING

October 9, 1964

Access Const. Co.,
P. O. Box 483
Roseburg
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 9, 1964, considered your request for 30 additional workdays to complete contract #6446 for grading-paving the Mi 2 Slide Section of the Corvallis-Newport Highway in Lincoln County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for the 30 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: R. D. Asburry
Wendell Schwartz
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
OCT 7 - 1964

FOR FILING

6446

October 6, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 3
October 9, 1964 Meeting

Gentlemen:

The contractor, Access Construction Company, on the Mile Point 2 Slide Correction, Corvallis-Newport Highway in Lincoln County, Contract No. 6446, has requested a 30-day time extension in which to complete the project. He gives as his reasons an overrun in quantities and inclement weather. It was specified that the job be completed on September 1.

The record shows that there was an underrun in contract quantities rather than an overrun and it also shows that there were only five and one-half days during the contract period which could be considered inclement. As this is much below average for this sector of the state, it is my recommendation that the request be denied. The contract was completed on September 12 with an overrun of seven chargeable days, or $980 in liquidated damages.

The matter will be presented to you at the October 9 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ms bbc

RECEIVED
NOV 4 - 1964

E-320 (Rev.) 5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#3

Oregon State Highway Commission
Salem, Oregon

Date July 2, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from Sept. 1 ~~days~~ to Oct. 1 days, within which to complete our Contract No. 6446, without the assessment of liquidated damages. The said contract is described as follows: grading-paving the MP 2 Slide Section of the Corvallis-Newport Highway in Linclon County.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Very wet weather prevented our progress on the excavation of the slide material from approximately June 1, 1964 until June 22, 1964.

An overrun of excavation material is expected and should be considered for approval of this request.

HIGHWAY COMMISSION
DATE Oct. 9, 1964 denied request
Lloyd Query

Respectfully submitted,

ACCESS CONSTRUCTION CO.
Contractor

By J R Zumwalt
J. R. Zumwalt

CONSENT OF SURETY

Date July 7, 1964, 19

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By
Attorney-in-fact

MANSFIELD & CO.
By
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6446 Contractor Access Construction Co.

Highway Corvallis-Newport

Section Mile Point 2 Slide

Kind of Work Grading & Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~or GRANTED~~. The reasons for such recommendation are as follows:

Weather conditions during contract period not abnormal. No overrun of quantities sufficient to warrant extension of time.

Recommended for Approval:

R. D.
Division Engineer

asst Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 6446

Project designation State (State-Federal)

Date awarded June 8, 1964

Work started June 16, 1964

Per cent completed 10.4% — July 10, 1964 (Date)

No. of Workdays Allowed

No. of Workdays Used

No. of Added Workdays Requested

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1964

SUBJECT: Extension of Time
Mile Point 2 Slide
Corvallis-Newport Highway
Contract No. 6446

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a request from Access Construction Co., contractor on the subject project, for an extension of the specified completion date from September 1, 1964 to October 1, 1964, without the assessment of liquidated damages.

The contractor cites as reasons for this request very wet weather from June 1, 1964 to June 22, 1964, preventing excavation and an overrun in excavation quantities.

This contract was awarded June 8, 1964, so weather is not a factor from June 1 to June 8. From June 8 to June 22, rain prevented any work for 5-1/2 days. Of the remaining 4-1/2 normal work days, he worked 2-1/2 days. From June 22 on, he was able to work almost every day. This delay does not seem to be a justifiable reason for an extension. The overrun in excavation quantities did not, in fact, occur -- rather, the final quantities are slightly less than the original estimate.

For these reasons, we recommend that this request for an extension of specified completion date be denied.

The contract was completed on September 12, 1964, an overrun of 11 calendar days (7 chargeable days), or $980 in liquidated damages.

This is a State Construction Project and Bureau of Public Roads concurrence is not required.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

RECEIVED
OCT 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Attachments
DES:bjm
cc: L. H. Young

RECEIVED
OCT 7 - 1964
FOR FILING
21-2073
6446

October 6, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 12 on Contract No. 6446. The contract was with Access Construction Company and was for grading and paving on the Mile Point 2 Slide Section of the Corvallis-Newport Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on October 9.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

RECEIVED
JUL 10 1964

FOR FILING

July 9, 1964

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization is expected on the Mile Point 2 Slide correction project on the Corvallis-Newport Highway in Lincoln County. This project, Contract No. 6446, is under contract to Access Construction Company of Roseburg.

The origianl project authorization was $114,091.87. The present estimate of cost is $125,091.87, indicating an overrun of $11,000.00 or 9.64 per cent.

The reason for this overrun is that the emergency work done in January and February, 1964, by State Forces was charged to this project, but when the project authorization was written up, this item was inadvertently overlooked. This work, which cost $11,000, consisted of surface drainage work in the slide area.

Your approval of an additional authorization of $11,000 is recommended. This matter will be presented to you at the July 14 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjm bbc

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1964

SUBJECT: Overrun of Project Authorization
M.P. 2 Slide
Corvallis-Newport Highway
Contract No. 6446

To: Mr. L. P. Shaw
Assistant State Highway Engineer
=
BUILDING

Attached is a Report on Expected Overrun of Project Authorization on this project, which is under contract to Access Construction Co.

The original authorization was $114,091.87. The present estimated cost is $125,091.87, indicating an overrun of $11,000.00 or 9.64%.

The reason for the overrun is that an Order for State Force work was approved in the amount of $11,000.00 in the latter part of January, 1964, when the most recent slide occurred. It was necessary to construct a detour, install some barricades and do some surface drainage work immediately. It was decided at that time to charge the $11,000.00 of surface drainage work to the upcoming contract rather than to maintenance, but this item of cost was inadvertantly overlooked when the project authorization was made up.

This is a State project so no BPR approval is required. Your approval of this addition to the project is recommended.

A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

CHB:bjm
Attachment

cc: L. H. Young

RECEIVED
JUL 27 1964

Form No. [illegible]

A

OREGON STATE HIGHWAY DEPARTMEN

Report on Expected Over-run of Project Authorization

31-1073

Project Name Mile Point 2 Slide Date July 8, 1964
Highway Corvallis-Newport Contract No. 6446
County Lincoln Kind of Work Grading & Paving Contractor Access Construction Co.

Contract Amount				$ 100,715.00
Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount	
Major items, itemized:				
None				
Minor items, unitemized algebraic total				0.00
Subtotal				$
Approved work orders (Price, extra work and state force orders)				$ 11,000.00
Expected over-runs and under-runs in work orders:			Amount	
Major items, itemized:				
None				
Minor items, unitemized algebraic total				0.00
Subtotal				$
Authorization for engineering				$ 8,113.20
Expected over-run or under-run of engineering authorization				$ 0.00
Costs not included above (explain) Anticipated items in original project authorization				$ 700.00
Allowance for future contingencies (100 % of work remaining)				$ 4,563.67
Credits to come from transfers and deductions				$ 0.00
Present estimate of project cost				$ 125,091.87

Brief Statement of principal causes of over-run:

When the project authorization was made up, an additional anticipated item in the amount of $11,000 to cover the cost of restoration of surface drainage was inadvertently omitted.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 114,091.87
Present estimate of project cost	$ 125,091.87
Expected over-run (Amount)	$ 11,000.00
Expected over-run (per cent)	9.64

Space to right of this line is for use of Salem office.

Submitted by: W. E. Schwartz
Resident Engineer

Confirmed by:
Asst. Division Engineer

Noted by:
Construction or ~~Bridge Engineer~~

Noted by:
Deputy or Assistant State Highway Engineer

State Printing 86719

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JUN 12 1964
FOR FILING

21-1073

Salem, Oregon
June 12, 1964

Mr. Lloyd P. Shaw
Assistant Highway Engineer

BUILDING

At the Commission meeting last month (May 26) the low bid on the Milepoint 2 Slide Section Project on the Corvallis-Newport Highway was accepted by the Commission.

In preparing the paper work showing the "Bids Received and Construction Authorization", a $11,000 State Force Order was omitted from the anticipated items.

This $11,000 State Force Order was approved last January for emergency work in connection with the surface drainage from the slide area. When the State Force Order was prepared, it was anticipated that a contract would be let in the near future and that this amount would then be included as an anticipated item. Due to an oversight, it was omitted from the "Project Authorization" presented to the Commission. The work had been completed.

We would suggest that this matter be brought to the attention of the Highway Commission at their June meeting, asking permission to increase the project authorization on Contract 6446 (Milepoint 2 Slide Correction near Newport) from $114,091.87 to $125,091.87. This will not affect bid items or payments to the contractor.

L. H. Young
Office Engineer

By

J. A. Hardie

JAH:mb
cc: Ray Asburry

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JUN 10 1964
FOR FILING

FORM E-50X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1964

SUBJECT: M.P. 2 Slide
Corvallis-Newport Highway
Contract No. 6446

To: Mr. R. D. Asburry
Division Engineer
Salem, Oregon

On January 28, 1964 State Force Order No. 1 in the amount of $11,000 was approved, restoring surface drainage and to tap the spring on the M.P. 2 Slide Section, with the understanding that this would be charged against the forth coming contract.

When the Project Authorization was made up, this Item of $11,000 was inadvertently omitted and we are now faced with a considerable overrun on the Project Authorization on this contract.

Will you please immediately prepare and submit a request for overrun of the project authorization so that our accounting may be cleared on this contract.

F. D. Morgan
Construction Engineer

by

Edwin A. Pease
Construction Office Engineer

NOTED
LLOYD P. SHAW

EAP:dc

cc: Lloyd P. Shaw ✓
L. H. Young

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JUN [illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 12 1964
FOR FILING

June 8, 1964

Access Construction Co.
P. O. Box 483
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 28, 1964, accepted your proposal for slide correction on the Corvallis-Newport Highway at M.P. 2 in Lincoln County for the sum of $100,715.00, and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6446. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland

fp

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APR 21 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1964

SUBJECT: West Unit, Coast Range Summit Project

To: Mr. R. D. Asburry
Division Engineer

BUILDING

Charlie O'Neil's recent visit with Mr. Shaw concerning the delay we were causing him by not having a plan for correcting the fill slide on subject project leads us to believe that this is the laying of ground work for the request of an extension of time. Therefore, will you please advise your Resident Engineer that it will be his responsibility to have the proper documentation on which he can make recommendations for either granting or disallowing any request for extension of time.

This documentation should cover the whole project rather than any portion on which the contractor is working his available equipment, as he will, undoubtedly, say that it would be possible for him to bring in more equipment if proper planning had been done by the Department.

F. D. Morgan
Construction Engineer

By J F Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:bjm

cc: L. P. Shaw

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APR 21 1964
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STATE HIGHWAY ENGINEER

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APR 17 1964

FOR FILING

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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1964

SUBJECT: West Unit, Coast Range Summit Project

To:

Mr. R. D. Asburry
Division Engineer
Office

Mile Point 2
slide

Charlie O'Neil was in Assistant State Highway Engineer Lloyd Shaw's office today concerning the slide on the West Unit of the Coast Range Summit Project. He insisted delay in getting our plan for correction of this slide and the fact that the pole line on the westerly end of the project has not as yet been relocated are holding him up and that he is going to expect an extension of time.

Mr. Shaw had Assistant Construction Engineer Jim Putnam and myself attend this meeting to become familiar with Mr. O'Neil's complaint and requested we pursue getting a plan in the near future for correction of the slide.

Gerald W. Wimer
Assistant Division Engineer

GWW:jc
cc: Mr. Lloyd P. Shaw
Mr. J. F. Putnam

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APR 15 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 17 1964
FOR FILING

FORM 2-20X—20M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1964

SUBJECT: M.P. 2 Slide
Newport-Corvallis Highway
Lincoln County
Prefix: 21-1069-279

To: R. D. Asburry
Division Engineer
Office

Following Mr. Edwards' inspection of the slide on February 14, he requested further information on the slide mass proper. In compliance with the request, four new seismic lines were run on the area and two core drill holes were put down. The drilling was done on the slide mass near the center of the semi-circular break at distances from centerline of proposed construction of 40' for CD #1 and 85' for CD #2. All seismic lines were tied together and correlated with the drill holes.

The blue, gray, clay shale was encountered at depths of 23'10" in Hole #1 and 34' in Hole #2. Apparently the dip of the underlying strata shallows up here and approximates 8°-10° ±. All information indicates a benching effect of the formation from the crest of the ridge to the bay. This would be a much flatter slope on which to set the fill than was previously anticipated.

Measurements were made of the extent of the disturbed or moving mass. It is 166 yards long by 66 yards in width and averages 13 yards in depth which totals 142,428 cubic yards of slide material.

William R. Fretwell

William R. Fretwell
Division Geologist

WRF:sll

cc: Mr. Tom Edwards
Mr. G. L. Decker
Mr. F. W. Yarbrough

NOTED
TOM EDWARDS

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TOM EDWARDS

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TOM EDWARDS

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MAR 10 1964
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STATE HIGHWAY ENGINEER

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FEB 17 1964

FOR FILING
21-1073

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1964

SUBJECT: Final Summation
M.P. 2 Slide
Lincoln County
Newport-Corvallis Highway
Prefix: 21-1069-279

To: R. D. Asburry
Division Engineer
Office

The exploration has been completed on M.P. 2 slide. The information obtained is as follows:

The area in question is composed stratigraphically of two distinct sedimentory series at relatively shallow depths. The lower strata is a dense, impervious, gray clay shale dipping 24 degrees S 15° E. The upper strata is a buff colored clay shale, friable and structurally weak. Its composition is montmorillonite clay which tends to swell and has a great affinity for water. This is the reason it is almost impossible to drain the upper strata with horizontal holes.

Several "Standard Drive Tests" were made in both shale strata and we found the underlying gray shales to be extremely resistant to vertical penetration (5" penetration for 100 blows). The refraction seismograph showed a refraction speed of 1200 ft/sec in buff shales and 9400 ft/sec in gray shales.

In order to control the slide it will be necessary to seat any new construction solidly into the lower gray shale and construct the fill of a pervious material to allow the upper buff shales to weep through the fill hence preventing any ponding effect.

William R. Fretwell

William R. Fretwell
Division Geologist

WRF:ell

cc: Mr. Tom Edwards <
Mr. F. D. Morgan
Mr. F. W. Yarbrough

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FEB 10 1964
FOR FILING
[illegible]

February 7, 1964

Hon. W. S. Ouderkirk
State Representative
320 Penter Lane
Newport, Oregon

Dear Mr. Ouderkirk:

This is in reply to your February 4 request for some specific information relative to the slide between Newport and Toledo.

As you know, for the past month or two, the Department has undertaken a very extensive soils investigation of the area. The data are now far enough along to indicate that it will be necessary to remove a considerable volume of unstable material down and through a water-bearing stratum. It will then be necessary to backfill the area with a pervious rock fill that will permit the passage of underground water. It appears that a somewhat extensive drainage system will also be required. It is planned to undertake this work in the near future with the hope of having the situation corrected during the coming season.

If you would like additional information on this or any other highway subject, please feel free to contact me at any time.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Victor D. Wolfe
R. B. Sipprell

RLP:ms bbc

HOME ADDRESS
W. S. OUDERKIRK
320 PENTER LANE
NEWPORT, OREGON

STATE OF OREGON
HOUSE OF REPRESENTATIVES
SALEM

February 4, 1964

Forrest Cooper
State Highway Engineer
State Highway Department
Salem 10, Oregon

Porter Draft

Dear Forrest:

Thank you very much for forwarding to me the copy of the State Highway Department's Summary of Activities. It is a very thorough and self-explanatory release.

I would however, like, if possible to have you give me some specific information on the slide area at Newport, Oregon.

Sincerely,

Stan Ouderkirk

W. "Stan" Ouderkirk

WSO/bl

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R. L. PORTER

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OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

FORM C-208 30M 8-63 48608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1964

SUBJECT: Mile Point 2 Slide
Corvallis-Newport Highway

To:

Mr. H. C. Johnson
Mr. W. E. Schwartz
Mr. W. R. Fretwell

It has been decided to try to intercept the water going into the subject slide by open-cutting a ditch across the ridge and leading the intercepted water to the north into the draw which runs in a northeasterly direction. This is a rush order so I am asking you three people to have a conference in scheduling your work so that this work will be pushed to its completion as soon as possible.

Mr. Schwartz is to furnish the data necessary to acquire the property needed for this plan and to stake and do all engineering regarding it.

Mr. Fretwell is to lend his assistance in determining the location and depth of the ditch, et cetera.

Mr. Johnson is to see that the work is performed after the plans are all prepared.

If you have any questions or run into any obstacles, please feel free to call me.

R. D. Asburry
R. D. Asburry
Division Engineer

RDA:AM
cc Mr. Tom Edwards
Mr. G. L. Decker

NOTED
TOM EDWARDS

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JAN 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 23 1963
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1963

SUBJECT: Mile Point 2 Slide
Corvallis-Newport Highway

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

An inspection of this slide was made on December 12 in company with R. D. Asburry, Division Engineer.

The failure at the roadway was in a fill area, 20 to 25 feet of near vertical drop. The break line was in the usual circular pattern with the furthest line of encroachment being the northerly edge of the paved surface.

The extent of downhill movement was observed to be some 500 to 600 feet from centerline. Depth of moving material here appeared to be substantial (20 feet plus). Large sections appeared to have moved as a block, carrying large trees along for the ride without apparent tilting.

Flowing water was not observed through the slide area, and did not appear until the bottom of the toe was reached. However, in the westerly portion of the vertical face of the roadway, a substantial flow had developed some 20 feet down on the face. Men first on the scene advised this flow had developed after the movement.

Conditions indicate this flow had previously been at a depth which saturated and weakened not only the lower half of the fill foundation area, but also an extensive area below the fill. The size and nature of movement below the roadway, a large sliding block, also indicates saturation at depth. It is possible this block moved with very little "push" from the fill weight.

Soil in the slide area is a typical low strength material common to the coast. It is recommended that, before rebuilding is started, a firm foundation for the fill be reached, and a positive foundation drainage pattern be determined. The material which has moved below the fill area should not be relied upon for support, though it would have value as a counterweight.

It is understood that drilling and seismic investigations are under way to

NOTED
LLOYD F. SHAW

determine depths to firm foundation and the movement of underground waters. Ponded water in the slide area just below the break was to be drained by ditching along the westerly limits of the movement.

One-way traffic was moving past the northerly side of the slide in a satisfactory manner. State forces were at work firming up this detour, which could be moved further away from the break if required.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp

cc R. D. Asburry
F. W. Yarbrough

[illegible]
DEC 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

S-519(1) Kings Valley School-Maxfield 1964
Cr. Sec., FAS 209 (Grad., Pav.,
#6447 2 reinf. conc. Brs.)

[illegible] 2706

OREGON STATE HIGHWAY DEPARTMENT FORM A-150 (3-64)	**HIGHWAY DEPARTMENT INVOICE**		**NO.** 87561
DATE 4-6-66	BILLING REQ. NO. CE 1959	YOUR ORDER NO.	CREDIT DISTRIBUTION 909-135-217 S 519(1) Contract 6447

RECEIVED
APR 7 1966
ENGINEER
COUNTY & CITY DIVISION

Benton County
Courthouse
Corvallis, Oregon

Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Kings Valley School-Maxfield Creek, FAS 209. Covered by agreement dated May 12, 1964.			
County advance deposit		25,500.00	
Less amount previously transferred		17,500.00	
			8,000.00
County share construction cost		21,259.49	
Less amount previously transferred		17,500.00	
			3,759.49
To be refunded			4,240.51

ACKNOWLEDGMENT OF BILLING REQUEST

By

NOTED

RECEIVED
NOV 30 1964

FOR FI

November 27, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On November 12, 1964, we wrote to you concerning release of final payment on contract #6447, awarded to Morse Bros. Inc., for grading-oiling-structures on the Kings Valley School-Maxfield Corner Section of FAS Route 209 in Benton County.

Final payment on this contract is $3,089.69 and the total contract amount is $104,830.97. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Morse Bros. Inc.,
P. O. Box 266
Lebanon, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
NOV 10 1964
FOR FILING

6447

November 9, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 8 on Contract No. 6447. The contract was with Morse Bros. Inc. and was for grading, oiling, and structures on the Kings Valley School-Maxfield Corner Section of FAS 209 Highway in Benton County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 9, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 9342 & 14509 A

WEEK ENDING: Oct. 10, 1964

SECTION: Kings Valley School-Maxfield Corner

SECTION PREFIX: 502-1065

HIGHWAY: FAS 209

COUNTY: Benton

NAME OF JOB: Kings' Valley School-Maxfield Corner

KIND OF WORK: Grading, Oiling and Structure

CONTRACTOR: Morse Bros. Inc.

CONTRACT NUMBER: 6447

FEDERAL AID PROJECT NUMBER: S-519(1)

DATE OF CONTRACT: June 9, 1964

DATE WORK STARTED: 6/8/64

ESTIMATED COMPLETION DATE: Sept. 1[illegible] 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED ~~WORK DAYS~~ completion: Sept. 1, 1964

WORK DAYS USED:

PERCENT OF TIME ELAPSED:

PROJECT AUTHORIZATION: $ 127,238.06

ENGINEERING AUTHORIZATION: $ 9,048.04

EXCLUSIVE OF ENGINEERING: $ 118,190.02

ENGINEERING COST TO DATE: $ 10,200

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 105,000

PERCENT OF AUTHORIZATION: 113 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN: - 11 %

DATE PROJECT WAS COMPLETED: Sept. 8, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.59	1.59		1.59	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.59	1.59		1.59	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	17,500cy	18,400 T		1,000 cy	
TOTAL QUANTITIES CORRECTED TO DATE	13,640	17,000		978	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	13,640	17,000		978	
AVERAGE DAILY QUANTITIES	500	1370		300	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

cats ___ scrapers___ rollers ___ trucks ___ water wagon ___ power graders ___

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	fair		
TUESDAY	"		
WEDNESDAY	rain		
THURSDAY	cldy		
FRIDAY	"		
SATURDAY			

CONSTRUCTION DIVISION
RECEIVED
OCT 1[illegible] 1964
NOTED

NOTED
[illegible] R. OAKES

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

officeman work 1 day on S F estimate.

Semi-final estimate delivered to Division Office on Tuesday.

PROJECT COMPLETE

FINAL REPORT

SIGNED D. M. Hoover Res. Engr.

ADDRESS 3400 Spicer Road, Albany

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

Benton County

5-21-64

NOTED
P.

NOTED
R. M. ALLISON

Oregon State Highway Department
Salem
Oregon

Gentlemen:

The Benton County Court has inspected the Maxfield Creek Road (FAS 209) project and has found it completed to our satisfaction and has found it acceptable.

County Judge

Walter Schmidt Co. Commissioner

Melvin S. Hawkins Co. Commissioner

RECEIVED
SEP 21 1964
GINEER
DIVISION

NOTED
V. R. JONES

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 7-21	FO PR-2 (RE 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
		COUNTY Benton
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 7-2-64	PROJECT NO. S-519(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 0.5 mi. S. Kings Valley E. 2 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-4-64	1.607
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 124,245.00	$ 78,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX By A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer July 2, 1964

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-519(1)

KINGS VALLEY SCHOOL-MAXFIELD CORNER

SECTION OF FAS 209 IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon June 18, 1964

Type Code 5231
Roadway (Sta. 0+21 to Sta. 85+00)(Contract No. 6447)

Clearing and Grubbing	All	Required		$ 5,000.00
Drainage Excavation, Unclassified	350	cu.yds.	$ 3.50	1,225.00
General Excavation, Unclassified	14,500	cu.yds.	0.40	5,800.00
Special Borrow Excavation, Unclassified	3,000	cu.yds.	1.00	3,000.00
Short Overhaul	33,500	yd.stas.	0.02	670.00
Long Overhaul	320	C-yd.sta.	0.50	160.00
Finishing Roadbed and Slopes	1.59	miles	1,000.00	1,590.00
12-inch Culvert Pipe	210	lin.ft.	2.50	525.00
18-inch Culvert Pipe	470	lin.ft.	4.50	2,115.00
24-inch Culvert Pipe	64	lin.ft.	6.00	384.00
Metal Guard Rail	330	lin.ft.	2.75	907.50
Rail End Pieces	18	only	5.00	90.00
Loose Riprap	230	cu.yds.	5.00	1,150.00
Uncrushed Stone in Base (Alt. B)	12,900	tons	2.17	27,993.00
3/4" - 0 Material in Base (Alt. B)	5,500	tons	2.82	15,510.00
Sprinkling	340	M-gals.	3.50	1,190.00
Preparation of Base	1.59	miles	500.00	795.00
3/4" - 0 Material in Binder Course	150	cu.yds.	4.50	675.00
Furnishing and Placing Aggregates	1,000	cu.yds.	5.50	5,500.00
RC-250 Asphalt	24	tons	45.00	1,080.00
120-150 Asphalt	75	tons	42.00	3,150.00
RS-1 Asphalt	22	tons	45.00	990.00
Extra for Oiling Approaches	14	only	25.00	350.00
				$79,849.50
Flagging (57½% of Contractor's Cost)	All	Required		$ 500.00
Signing	All	Required		300.00
				$ 800.00
	Subtotal			$80,649.50
	10% Engr. & Cont.			8,064.50
	Total			$88,714.00

Type Code X021
Maxfield Bridge (Br. No. #14509A)(Sta. 57+95 to Sta. 58+61)(Contract No. 6447)

Shoring, Cribbing, etc.	All Required		$ 4,190.00
Structural Excavation	110 cu.yds.	$4.00	440.00
Structural Excavation Below Elevation Shown	10 cu.yds.	2.00	20.00
Class "A" Concrete (138 cu.yds.)	All Required		10,350.00
Metal Reinforcement (35,400 lbs.)	All Required		4,096.00
8-inch Metal Drain Pipe	45 lin.ft.	4.00	180.00
			$19,276.00

Type Code X020
Maxfield Cr. Bridge (Br. #9342)(Sta. 74+94.5 to Sta. 75+45.5)(Contract No. 6447)

Furnish 10" BP 42# Steel Piling	400 lin.ft.	$ 5.00	$ 2,000.00
Drive Steel Piles	20 only	80.00	1,600.00
Splice Steel Piles	5 only	85.00	425.00
Class "A" Concrete (100 cu.yds.)	All Required		7,000.00
Metal Reinforcement (19,600 lbs.)	All Required		2,000.00
			$13,025.00
	Subtotal		$32,301.00
	10% Engr. & Cont.		3,230.00
	Total		$35,531.00

Length of Roadway - - - - - - - - - - - - - 1.585 miles
Length of 2 Structures - - - - - - - - - - 0.022 mile
Total Length - - - - - - - - - - - - - - - 1.607 miles
Cost of Roadway Per Mile - - - - - - - - $55,970.97

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 88,714.00	$55,800.00	$16,457.00	$16,457.00
Structures	35,531.00	22,200.00	6,665.50	6,665.50
	$124,245.00	$78,000.00	$23,122.50	$23,122.50

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint.: Chap. 529, laws 1939.

Fas 209
Benton Co

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-11-64	CC 866		502-1065-297

INVOICE NUMBER
81868

Benton County
Courthouse
Corvallis, Oregon

Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
DON HARWELL

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			25,500.00
Partial transfer of advance deposit for Kings Valley School-Waxfield Corner Section, FAS 209. Covered by agreement dated May 12, 1964.			17,500.00
To be retained			8,000.00

RECEIVED
JUN 1 2
ENGINEER
COUNTY & CITY

ACKNOWLEDGMENT OF BILLING REQUEST

NOTED
V. R. JONES

A 150 (REVISED 7-60)

[illegible]
[illegible] 209

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
P. S. Arensmeier

NOTED
DON HARWELL

NOTED
R. H. PRANGE

May 26, 1964

Benton County Court
Courthouse
Corvallis, Oregon

Gentlemen:

On May 26, a satisfactory bid was received from Morse Brothers of Lebanon for constructing the Kings Valley School-Maxfield Corner Section of FAS 209. As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid Items, Alternate "B"	$112,150.50
Flagging	500.00
Signing	300.00
Adjust Mail Boxes	150.00
Engineering and Contingencies	14,137.56
Estimated Total Cost............	$127,238.06

County Advance Deposit:
20% of $127,238.06 equals $25,447.61 or say $25,500.00

Please make this advance deposit in the amount of $25,500 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

cc: Mr. Curtis Hanson, County Engineer

RECEIVED
AUG 12 1964

FOR FILING

6447

June 9, 1964

Morse Bros., Inc.,
East Grant Street,
Lebanon, Oregon.

Gentlemen:

The State Highway Commission on May 28, 1964, accepted your proposal for grading, paving and two bridges on the Kings Valley School-Maxfield Creek Section of FAS 209 in Benton County for the sum of $112,150.50, and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6447. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

fp

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MAY 14 1964
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
May 13, 1964

FAS-C Construction Agreement
Kings Valley School-Maxfield Corner Sec.
FAS 209, Benton County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Construction Agreement with Benton County covering the Kings Valley School-Maxfield Corner Section of FAS 209, Benton County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court, Benton County.

Secretary

rn
Attach: 1

[illegible]

5-1-64

Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
DON HARWELL

Attention: County and City Relations Division

Subject: Federal Aid Project No. S-519(1)

Highway No. FAS 209

Project Name Kings Valley School-
Maxfield Corner

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses.

~~*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.~~

Dated at Corvallis, Oregon, this 1st day of May, 1964.

Benton County Court

E E Larkin
Judge

Walter Schmidt
Commissioner

Melvin L Hawkins
Commissioner

RECEIVED
MAY 4 1964
ENGINEER
COUNTY & CITY Division

*NOTE: Certify either paragraph 2 or 3.

MEMO TO J. W. NASH Date: April 21, 1964

FAS 209, BENTON COUNTY

NOTED
DON [illegible]

NOTED
R. H. PRANCE

NOTED
P. B. A[illegible]

NOTED
R. M. ALLISON

TERMINI: From a point 0.5 mile south of Kings Valley easterly to a point 2.2 miles southeast of Kings Valley

PROPOSED WORK: Grade, surface, 2 bridges and oiling.

PROJECT LENGTH: 1.65 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$145,000	$87,000	$29,000	$29,000	(County)

EXISTING FACILITIES: 20' - 24' of light gravel surfacing on a 22' to 28' roadway. There is one curve of 12° which will be reduced to 6° on the new project, maximum grade +2.3%. A bridge 28' long and 17'5" wide will be replaced with a bridge 28' wide on improved alignment. A bridge 52' long and 17'5" wide will be eliminated from the route by new alignment and a different crossing.

ADJACENT SECTIONS:
~~NORT~~H/EAST END: 20' gravel surface on 24' roadway.

~~SOUT~~H/WEST END: FAS 190

PROJECT DATA: Grade on improved alignment, base surfacing and 20' O-11 oil wearing surface with 4' crushed rock shoulders. Two bridges, one of which is a RCDG structure 66' long, and the other is a slab span with 'H' piling 51' long. Both are 28' wide. Maximum curvature is 6° and maximum grade is +2.3%

RIGHT OF WAY: 60' minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: Route runs through mountainous country. There are a few large farms raising mainly livestock on cut-over land pasture land. There will be some minor log hauling. There is substandard width, alignment and sight distances on the present route but Benton County plans to ultimately improve the entire route to standards comparable to the present project. This is an important connecting route between Polk and Benton Counties. School bus and mail route.

Fas 209, Benton Co

4-16-64

PROPOSED TRANSFER OF FAS FUNDS

These transfers are for the purpose of providing needed funds for approved FAS projects in the respective counties and will be returned to the lending county from the next (fiscal-years 1966-1967) allocation of FAS funds:

CLACKAMAS COUNTY to BENTON COUNTY: $34,000 Federal funds which is equivalent to $57,000 in total FAS funds.

To be used on the Kings Valley School-Maxfield Creek Section, FAS 209, Grading, Structures, and Oiling.

CLACKAMAS COUNTY TO LINCOLN COUNTY: $53,000 in Federal funds which is equivalent to $88,000 in total FAS funds.

To be used on the Oceanography Road Section, FAS 153, Grading and Paving.

Approved 4-23-64

64-c
4/16/64

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APR 22 1964
ENGINEER
COUNTY & CITY DIVISION

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
E. E. LARKIN

COMMISSIONERS
WALTER SCHMIDT
MELVIN S. HAWKINS

April 15, 1964

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

Oregon State Highway Commission
State Highway Office Building
Salem 10, Oregon

Attention: County and City Division

Gentlemen:

By this letter the members of the Benton County Court and Clackamas County Board of Commissioners whose signatures appear below request and authorize the State Highway Commission to make the following exchange of funds between the counties involved:

Transfer from available Clackamas County Federal Aid Secondary Road Funds to Benton County the amount of $34,000.00.

Transfer from Benton County to Clackamas County fiscal year 1966-1967 FAS funds totaling $34,000.00 when said 1966-1967 funds are available.

The sums shown above represent Federal funds. Required County matching funds will be furnished by the County using the funds.

Approved April 15, 1964	Approved April 20th 1964
BENTON COUNTY COURT	CLACKAMAS COUNTY BOARD OF COMMISSIONERS
E E Larkin County Judge	Commissioner
Walter Schmidt Commissioner	Commissioner
Melvin S. Hawkins Commissioner	Fred Stefani Commissioner
ATTEST:	ATTEST:
RALPH P. SCHINDLER County Clerk By Jeanette Simerville Deputy	Robert Schumacher County Clerk By Helen Moehnke Deputy

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

ALTERNATE ALTERNATE

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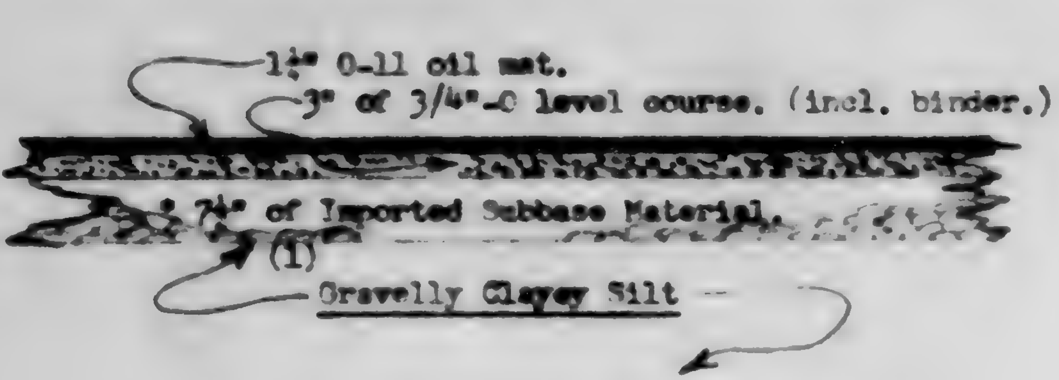
FEB 24 1964
FOR FILING

Section KINGS VALLEY SCHOOL-MAYFIELD CORNER Highway F.A.S. 209 County BENTON Profile SC2-1402
Res. Engr. H.N. Shover Approx. Length of Project 1.6 Miles. Sta. ______ to Sta. ______ Date 2-11-64

Kings valley Sch. Mayfield Corner

TYPICAL SECTIONS Traffic Classif. - LIGHT


1½" 0-11 oil mat.
3" of 3/4"-0 level course. (incl. binder.)
* 7½" of Imported Subbase Material.
(1)
Gravelly Clayey Silt

(1)
Typical Soil
39 LL
14 PI
49 % P200
27 % Gravel
8 % C Sand
16 % F Sand
30 % Silt
19 % Clay
17 "R" Value
(Corrected)
AASHO CLASSIF. - A-6 (4)

*0-9% maximum Pass 200 sieve, and to meet all requirements for base except gradation.

Required Base: Crushed	Required Base: Not Crushed	Designed Base: Existing	Designed Base: New Base	
			1½	C-11
			3	Level
			7½	I.S.M.
10-3/4			11-3/4	

2-18-64

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by W W Yarbrough
Recommended by S. W. Blazer
Recommended by J. F. Decker
Ass't Construction Engineer
Approved by Lloyd P. Shaw
Deputy State Highway Engineer

R.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer
County-City (2)

KINGS VALLEY SCHOOL- MAXFIELD
CORNER

F.A.S. 209
BENTON COUNTY
PREFIX 502-1402

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 170 % Heavy Vehicles 12
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ____________ Annual [illegible] Precipitation 70±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil or A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Benton County preference is for an oil mat.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

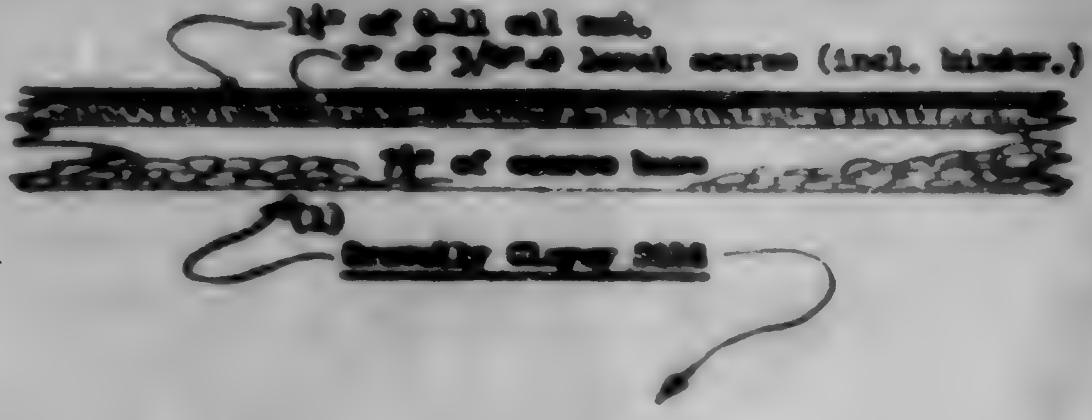
Due to items 4, 6, and 12, an O-11 oil mat has been selected.

RECEIVED
JUL 24 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section KINGS VALLEY SCHOOL–[illegible] CORNER Sec. [illegible] P.A.S. [illegible] County BENTON Profile [illegible]
Res. Engr. [illegible] Length of Project [illegible] Sta. ______ to Sta. ______ Date [illegible]

TYPICAL SECTION Traffic Classif. - LIGHT


1½" of [illegible] oil mat.
2" of 3/4"-0 level course (incl. binder.)
7½" of coarse base
(1)
Gravelly Clayey Silt

(1)
Typical Soil

39	LL
14	PI
49	% P200
27	% Gravel
8	% Coarse Sand
16	% Fine Sand
30	% Silt
19	% Clay
17	"R" Value (Corrected)

AASHO CLASSIF. - A-6 (4)

Required Base & Surf.		Designed Surf. & Base		
Crushed	Non Crushed	Salvage Surface Allow.	New Mat'l	
		7-11-63	1½	Oil
			2	Level
			7½	Base
10-3/4			10-3/4	

PROPOSED MATERIAL SOURCES

Location	Sch. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by [illegible]
[illegible] Assistant

Recommended by [illegible]
Construction Engineer

Recommended by G W [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
[illegible] Division
[illegible] Engineer
Rural Engineer

County-City (2)

PAVEMENT TYPE SELECTION

KINGS VALLEY SCHOOL- [illegible]

F.A.S. 209
BENTON COUNTY
PREFIX 502-1402

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 170 % Heavy Vehicles ____
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual Precipitation 70±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil or A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Benton County preference is for an oil mat.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an 0-11 oil mat has been selected.

RECEIVED
JUN 3 - 1963

FOR FILING

[illegible]
R/W
[illegible]

LOCATION PROSPECTUS
KINGS VALLEY SCHOOL-MAXFIELD CORNER SECTION
COUNTY ROAD FAS 209
BENTON COUNTY
PREFIX NO. 502-1402

The following prospectus is submitted concerning the above-mentioned section of FAS 209 which is a county road on the Federal-aid Secondary System. The westerly terminus is 0.75 mile south of Kings Valley Post Office at the junction of Maxfield Creek Road with the Kings Valley Highway. The easterly terminus is 1.6 mile east of the junction of the Kings Valley Highway and Maxfield Creek Road, which point is 0.1 mile east of Maxfield Corner. The overall length is 1.6 miles.

This will be a location survey to prepare plans, specifications and estimates for grading, surfacing and oiling on existing alignment. There are no towns or airports affected by this project.

The general route will follow closely to the existing facility with the County Engineer to provide a center line survey. The right of way will be acquired by resolution and no right of way descriptions or options will be required.

Reconnaissance is not necessary. Routine soils investigations will be made. There are no special drainage problems; however, special studies will be made where required. An economic analysis is not needed at this time.

The existing 1962 ADT is 100 and the projected 1982 ADT is 170. Traffic and alignment warrant a Class "E" highway with maximum grade and curvature of 6 per cent and 18 degrees respectively. The typical section will consist of two 10-foot travel lanes with 4-foot shoulders. Deviations from State and Federal standards are not anticipated.

NOTED
FORREST COOPER

Data for rise and fall and central angle are not available at this time; however, this information will be accumulated during the survey. There will be no need to tie this project to the Lambert Grid System.

This is a county road with no control of acces. There are no railroad crossings or major stream crossings.

The tentative base design for construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Level
Bottom Course Base	8 "	Coarse Base Crushed
Total Depth	11-1/4"	

(Base design is subject to change upon completion of soils investigations.)

Material sources will consist of existing commercial or county sources.

Agreements for utility adjustments will be made.

There are no State parks or roadside rest areas affected by this project.

May 28, 1963
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Research Division
Fred Sugnet (2)
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

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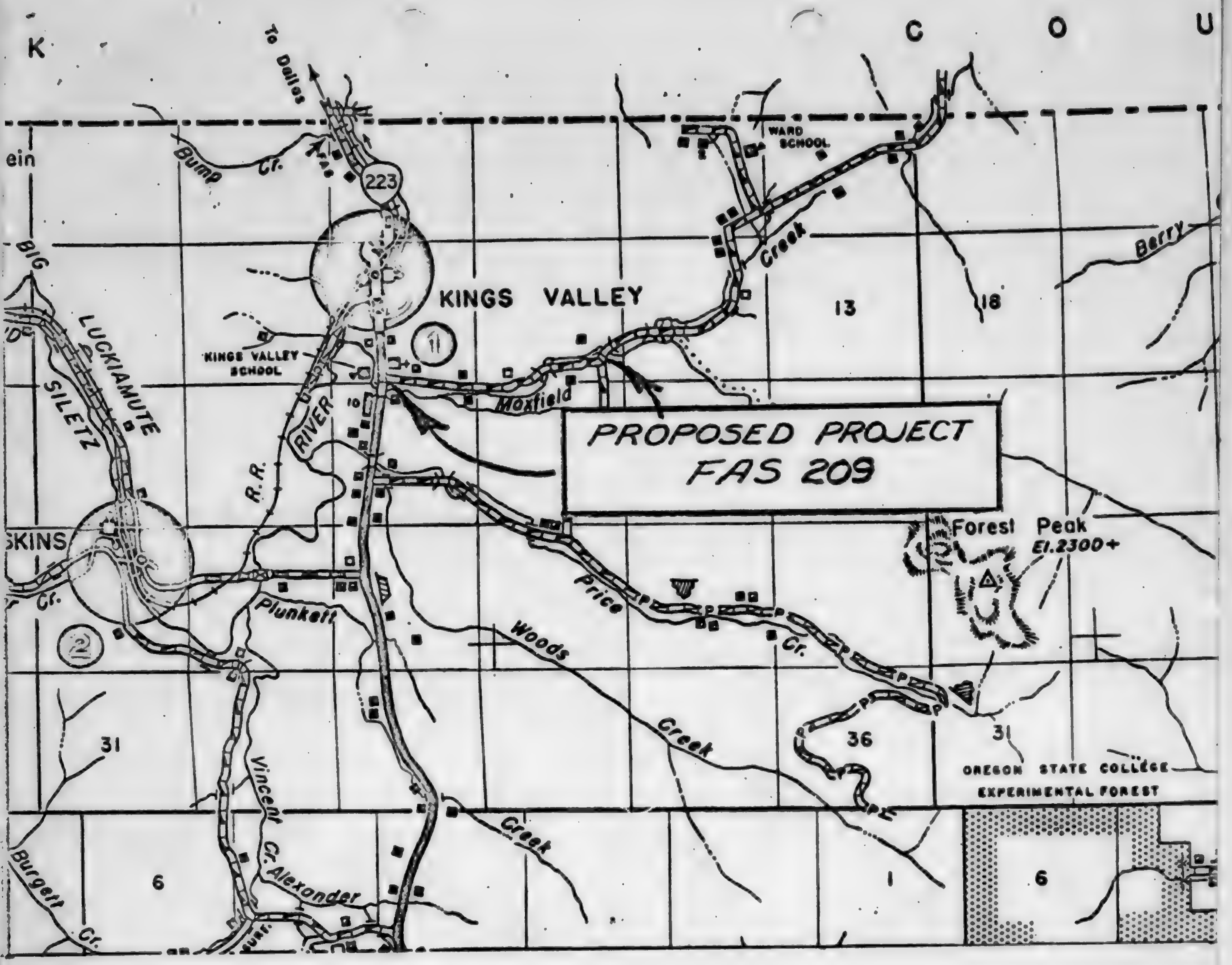
[illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER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SILETZ
KINGS VALLEY
KINGS VALLEY SCHOOL
WARD SCHOOL
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Maxfield
RIVER
R.R.
PROPOSED PROJECT
FAS 209
SKINS
Cr.
Plunkett
Price
Woods
Cr.
Forest Peak
El. 2300+
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Creek
OREGON STATE COLLEGE
EXPERIMENTAL FOREST
Vincent Cr.
Alexander
Burgett
Cr.
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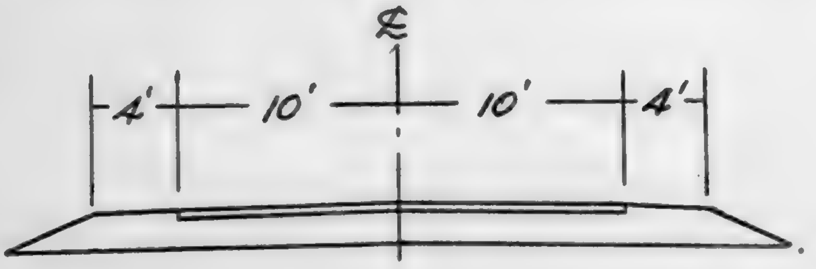


TYPICAL SECTION

PROSPECTUS MAP
KINGS. VALLEY SCHOOL-MAXFIELD COR.
FAS 209

BENTON COUNTY

Scale 1" = 1 Mi. MAY 1963

BENTON COUNTY
PROPOSED PROJECTS (1964 Funds)

✓ FAS 209, Maxfield Creek Road: Kings Valley School-Maxfield Corner Section. Grade, surface, and 0-11 oil, 1.6 miles, $75,000.

The proposed project includes grading, base surfacing, and a 20' 0-11 oil mat with 4' shoulders. The county wishes the project to follow the existing alignment as closely as possible and the county engineer plans to provide a centerline survey.

FAS 830, Bellefountain Road: Starr Creek Road-Fiechter Section. Oiling, 2.4 miles, $20,000.

The proposed project is for the placing of an 0-11 oil mat wearing surface on a section which was graded and based under a previous FAS contract. The county wishes this project to be placed on the ~~June 4~~ July 16 letting.

Approved 6-10-63

[illegible]

63-d
4/23/63

COUNTY ROAD FAS PROJECT DATA

4-19-63

1. Name of County BENTON FAS No. 209
2. County Road Name Route 58. (Maxfield Creek Rd)
3. Section Name KV School - Maxfield Corner Length 1.6 mi.
4. Type of Project Grade, Base, and Oil;
5. Survey to be done by: State ______ County Centerline only.
(NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes ___ No ___
Will it be furnished? Yes ___ No ___
7. Wearing Surface: Type ______ Width ______ Shoulders ______
8. Grading & Drainage:
By County ___ County Date of Completion ______ By Contract ___
9. Bottom Base Course:
By County ___ County Date of Completion ______ By Contract ___
10. Leveling Course:
By County ___ County Date of Completion ______ By Contract ___
11. Wearing Surface:
By County ___ County Date of Completion ______ By Contract ___
12. Clearing:
By County ___ County Date of Completion ______ By Contract ___
13. Is there any merchantable timber on right-of-way? Yes ___ No ___
14. Will timber be reserved for owner? Yes ___ No ___
15. Will timber become property of contractor? Yes ___ No ___
Remarks ______

RECEIVED
APR 22 1963
ENGINEER
COUNTY & CITY DIVISION

MATERIAL SOURCE -

16. Gravel ______ Quarry ______ Cinders ______
17. Owner: County ______ State ______ Private ______
18. Location: ______ Section ___ Township ___ Range ___ W.M.

NOTED
V. R [illegible]NES

CRR 61-8

19. Materials furnished by County: Borrow____ Select Topping____

Base Course____ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: ______________________________

Remarks: ______________________________

____

FINANCIAL- -

21. Estimated Cost: $______________

22. Available FAS Funds: $______________

23. Date Match Money is Available: ______________

24. Will there be any 100% County Money? Yes____ No____

25. Maximum Amount of 100% County Money Available: $______________

26. Date County Requests Letting: ______________

Remarks______________________________

____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes____ No____ ?

28. Will right-of-way be acquired by: Resolution__X__ or Deed____

29. Should State prepare options? Yes____ No__X__

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No__X__

31. Should material source site be included in right-of-way descriptions? Yes____ No__X__

32. Does project run inside city? Yes____ No__X__
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes__X__ No____
(NOTE: County must move all utilities located on present right-of-way.)

Remarks______________________________

UR 61-8

RAILROADS- None

34. Location: ______________________________

35. Name of Railroad: ______________________________

36. Number of tracks: __________

37. Sight distance: __________(Left) __________(Right)

38. Number of trains ____________________

39. Angle of intersection ____________________

40. Type of crossing: Grade_____ Overcrossing_____ Undercrossing_____

41. Number of signs: Advance Warning_____ Crossbucks_____ Stop_____

Automatic Flashing_____ Automatic Bell_____ Gates_____

Remarks ______________________________

STRUCTURES-

42. Are there any structures to be replaced or altered? Yes_____ No No

43. Will replacement by by: County__________ Contract__________
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes_____ No_____

45. Will County adjust structure to additional width? Yes_____ No_____

46. Will adjusted width be standard? Yes_____ No_____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks ______________________________

____

47. Is project contingent upon other factors? Yes_____ No No

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain: ______________________________

____

____

____

CCR 61-8

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: ____________________

50. (c) Surveys (Coordination with outside surveys)

Explain: ____________________

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No x

52. Does County wish sight posts installed? Yes___ No x

53. Does County wish guard rail installed? Yes___ No x

54. Does County wish seeding and mulching incorporated into job?

Yes___ No x

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Benton County

4-19-63 Date

By ____________________
Judge or ~~Commission Chairman~~

By Curtis C. Haun
County Engineer

____
O.S.H.D. Field Engineer

Date ____________________

CCR4-8

135-1029 Girds Cr.-Mitchell Sec., 1964
Service Cr.-Mitchell Hwy.
#6448 (Roadbed Topping & Oiling)

135-1029 Girds Cr.-Mitchell Sec., 1964
Service Cr.-Mitchell Hwy.
#6448 (Roadbed Topping & Oiling)

RECEIVED
OCT 5 - 1964

6448

October 5, 1964

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
San Francisco 6, California

Gentlemen:

On September 8, 1964, we wrote to you concerning release of final payment on contract #6448, awarded to Interstate Paving Co., for stone base-oiling the Girds Creek-Meyers Canyon Section of the Service Creek-Mitchell Secondary Highway in Wheeler County.

Final payment on this contract is $676.48 and the total contract amount is $34,526.18. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Portland Branch Office
2009 Lloyd Center
Portland 12, Oregon

cc: Interstate Paving Co.,
P. O. Box 92
The Dalles, Oregon

cc: C. H. Maisen
Attn.: John Herr

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: Sept. 11, 1964

SECTION: Girds Creek - Meyers Canyon

SECTION PREFIX: 135-1029

HIGHWAY: Service Creek - Mitchell

COUNTY: Wheeler

NAME OF JOB: Girds Creek - Meyers Canyon

KIND OF WORK: Stone Base & Oiling

CONTRACTOR: Interstate Paving Co.

CONTRACT NUMBER: 6448

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: June 9, 1964

DATE WORK STARTED: July 27, 1964

ESTIMATED COMPLETION DATE: Complete

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN:

SUPERVISION:

SPECIFIED WORK DAYS: 35

WORK DAYS USED: 25

PERCENT OF TIME ELAPSED: 71

PROJECT AUTHORIZATION: $64,504.23

ENGINEERING AUTHORIZATION: $4,586.98

EXCLUSIVE OF ENGINEERING: $59,917.37

ENGINEERING COST TO DATE: $2,000

ESTIMATED COST OF COMPLETED PROJECT. EXCLUSIVE OF ENGINEERING: $59,130

PERCENT OF AUTHORIZATION: 44 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 1.3 %

DATE PROJECT WAS COMPLETED: August 28, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
					100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		2.6		2.6	
MILES PARTIALLY COMPLETED					
MILES COMPLETED		2.6		2.6	
TOTAL ESTIMATED QUANTITIES (CONTRACT)		18,900CY		1720CY 218T	
TOTAL QUANTITIES CORRECTED TO DATE		18,420CY		1700CY 184T	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		18,420CY		1700CY 184T	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			NOTED
WEDNESDAY			SEP 14 1964
THURSDAY			
FRIDAY			5
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semifinal Estimate was submitted to Division Office on 9-8-64.

FINAL REPORT

SIGNED R. H. Clark R H Clark

ADDRESS P.O. Box 1249 Res. Eng'r.
Bend

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 8 - 1964

FOR FILING

September 4, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 28 on Contract No. 6448. The contract was with Interstate Paving Company and was for stone base and oiling on the Girds Creek-Meyers Canyon Section of the Service Creek-Mitchell Highway in Wheeler County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 4, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

RECEIVED
AUG 12 1964
FOR FILING

6448

June 9, 1964

Interstate Paving Co.
P. O. Box 92
The Dalles, Oregon

Gentlemen:

The State Highway Commission on May 28, 1964, accepted your proposal for roadbed topping and oiling on the Girds Creek-Mitchell Section of the Service Creek-Mitchell Highway in Wheeler County for the sum of $39,086.00, and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6448. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

fp

S-520(1) Rocky Point Sec., FAS 420, 1964
Grad. & Grid Rolled Cinder Base
#6449

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 87662

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
4-14-6[illegible]	CC 1[illegible]		[illegible]-10[illegible]-[illegible]7

Klamath County
Courthouse
Klamath Falls, Oregon
Att: Board of Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Rocky Point Section, FAS 420. Covered by agreement dated May 12, 1964.			
County advance deposit		35,000.00	
Less amount previously transferred		25,000.00	
			10,000.00
County share construction costs		2[illegible],034.16	
Less amount previously transferred		2[illegible],000.00	
			6,034.16
To be refunded			3,965.84

RECEIVED
APR 1[illegible]
ENGINEER
COUNTY & CITY DIVISION

NOTED
H. S. COX

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

RECEIVED
OCT 11 1965

FOR FILING

S-520 (1)

October 11, 1965

Standard Oil Company of California
Western Operations, Inc.
520 S. W. Yamhill Street
Portland, Oregon 97207

Attention: Mr. R. E. Hansen
Regional Credit Manager

Gentlemen:

Thank you for your letter of October 5, stating that you have received payment in connection with the claim against J. M. Arens.

Our records indicate this to be in reference with the J. M. Arens Contract No. 6449 for grading and stone base on the Rocky Point Section of FAS 420 in Klamath County. This claim was for petroleum products and services in the amount of $2,115.48.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

cc: Glens Falls Insurance Company
Jewett, Barton, Leavy & Kern
J. M. Arens
Glenn L. Jackson
David B. Simpson

Noted on Card
10-11-65
gc

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

520 S.W. YAMHILL STREET PORTLAND OREGON 97207
TELEPHONE CAPITOL 3-4161

R. E. HANSON
REGIONAL CREDIT MANAGER
R. D. TAGGART
ASSISTANT REGIONAL CREDIT MANAGER

October 5, 1965

J. M. Arenz
Portland

Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query

Gentlemen:

You were recently notified of our claim against the bond provided by the Glens Falls Insurance Company for Oregon State Highway Job No. 6449-FAS-420 in Klamath County. It is our pleasure to inform you that full payment has now been received and our claim is thereby released.

Yours very truly,

RE Hanson
Regional Credit Manager

RDT:jmh

NOTED
C. W. HEAD

RECEIVED
OCT 7 1965
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 1 1965
FOR FILING

6449

September 29, 1965

Standard Oil Company of California
Western Operations, Inc.
520 S. W. Yamhill Street
Portland, Oregon 97207

Attention: Mr. R. E. Hansen
Regional Credit Manager

Gentlemen:

This is to acknowledge receipt of your letter of September 27 stating that you have a claim for petroleum products and services furnished in the amount of $2,115.48 against the bond taken from Glens Falls Insurance Company.

You state this is in reference to the J. M. Arena Contract No. 6449 for grading and stone base on the Rocky Point Section of FAS 420 in Klamath County.

The surety on this project is the Glens Falls Insurance Company through Jewett, Barton, Leavy and Kern, Lewis Building, Portland. We will advise them of the receipt of your letter and we will also forward your claim letter to the Secretary of State for filing.

This contract was completed on May 27, 1965, and was accepted by the State Highway Commission on September 21, 1965.

Please let us know when your claim has been paid so that we can make the notation in our records.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Glens Falls Insurance Company
Jewett, Barton, Leavy & Kern
J. M. Arena
Glenn Jackson
David Simpson
Hon. Tom McCall

P.S. Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

RECEIVED
OCT 1 1965
OREGON
STATE HIGHWAY COMMISSION
GG

NOTED
FLOYD QUERY

File No. 4144

FILED
SEP 30 1965
TOM McCALL
SECRETARY OF STATE

RECEIVED
SEP 30 1965
TOM McCALL
SECRETARY OF STATE

STANDARD OIL COMPANY OF CALIFORNIA,
WESTERN OPERATIONS, INC.

520 S.W. YAMHILL STREET PORTLAND OREGON 97207
TELEPHONE CAPITOL 3-4161

R. E. HANSON
REGIONAL CREDIT MANAGER
R. D. TAGGART
ASSISTANT REGIONAL CREDIT MANAGER

September 27, 1965

J. M. Arenz
Job No. 6449
Rocky Point, Oregon

The Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned Standard Oil Company, Western Operations, Inc., has a claim for petroleum products and services furnished in the sum of $2,115.48 against the bond taken from Glens Falls Insurance Company for the work of grading stone base on Rocky Point section of FAS420 in Klamath County, Job No. 6449.

Yours very truly,

Regional Credit Manager

RDT:cn

1

RECEIVED
SEP 22 1965
FOR FILING
S-520(1)
6449

September 22, 1965

Glens Falls Insurance Company
Pacific Coast Department
Cahill Building
San Francisco, California 94104

Gentlemen:

A post-final payment for $102.73 will be made to J. M. Arens on Contract No. 6449 for grading and stone base on Rocky Point Section of FAS 420 in Klamath County, as soon as the warrant is prepared.

The total amount paid on this contract will be $114,206.79, including the post-final payment. Of the total $240.10 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc J. M. Arens
1601 N. E. Columbia Blvd.
Portland 11, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

C H. Maison
Attn; John Herr

RECEIVED
SEP 22 1965

FOR FILING
S-520(1)
6449

September 21, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed May 27, 1965, on Contract No. 6449. The contract was with J. H. Arens and was for grading and paving on the Rocky Point Section of FAS 420 in Klamath County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective September 21, 1965, and that you concur in this procedure at the Commission meeting on September 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

bg

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Rocky Point	WEEK ENDING: August 20, 1965	SECTION PREFIX: 518-1004
HIGHWAY: FAS 420	COUNTY: Klamath	
NAME OF JOB: Rocky Point	KIND OF WORK: Grading and Stone Base	
CONTRACTOR: J. M. Arenz	CONTRACT NUMBER: 6449	FEDERAL AID PROJECT NUMBER: S-520(1)
DATE OF CONTRACT: June 11, 1964	DATE WORK STARTED: June 12, 1964	ESTIMATED COMPLETION DATE: May 27, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS: 90	WORK DAYS USED: 112
	SPECIFIED CALENDAR DAYS: -	CALENDAR DAYS USED: -
	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 124.44
PROJECT AUTHORIZATION: $150,162.18		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $139,483.98	ENGINEERING AUTHORIZATION: $10,678.20	
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $114,216.68	ENGINEERING COST TO DATE: $16,503.78	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN / UNDERRUN: Underrun 13 %	PERCENT OF AUTHORIZATION: 155 %	DATE PROJECT WAS COMPLETED: May 27, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L PROD		
100	100	100	100	0			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.50	1.50			
MILES PARTIALLY COMPLETED	1.50	1.50			
MILES COMPLETED	1.50	1.50			
TOTAL ESTIMATED QUANTITIES (CONTRACT)	109,000 c.y.	27,000 c.y.			
TOTAL QUANTITIES CORRECTED TO DATE	104,086.9c.y.	25,066 c.y.			
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	104,086.9c.y.	25,066 c.y.			
AVERAGE DAILY QUANTITIES	0 c.y.	0 c.y.			
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	WORKDAYS	EXPENDED			
NUMBER OF SHIFTS PER DAY	0	0			
HOURS PER SHIFT	0	0			

EQUIPMENT USED DURING THE WEEK

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Clear-warm	0	0	None workday
MONDAY	Pt Cloudy-warm	0	0	Project completed
TUESDAY	Pt Cloudy-warm	0	0	" "
WEDNESDAY	Pt Cloudy-rain	0	0	" "
THURSDAY	Cloudy	0	0	" "
FRIDAY	Pt Cloudy-warm	0	0	" "
SATURDAY				

Routing

Decker
Bond B
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
AUG 23 1965
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	No activity
TUESDAY	No activity
WEDNESDAY	Received final billing on E.W.O. No. 1 for flagging from contractor. No other activity
THURSDAY	No activity
FRIDAY	No activity
SATURDAY	Checked final billing on E.W.O. No. 1 for flagging.

REMARKS

Final billing for flagging on E.W.O. No. 1 for flagging received from contractor this week. Will submit this and other final data, which was not available when semi-final estimate was submitted, to Division Office the first of next week.

FINAL REPORT

SIGNED W. Reid Merritt LOCATION Klamath Falls

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

NOTED
[illegible]WELL

July 2, 1965

NOTED
R. H. PRANGE

Mr. Winston Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

NOTED
P. B. Arensmeier

Dear Winston:

Since my letter to you of 7/1/65, the picture on the proposed asphaltic treatment on FAS 420, Westside Road, has changed somewhat.

J. F. Putnam, Division Engineer in Bend, has advised that Contract 6449 has indeed been closed; this job has been inspected and accepted by Klamath County and the contractor has completely moved out. For the above reasons a price agreement cannot be initiated.

This section cannot be incorporated into the Crystal Springs-Malone Springs Section because plans are complete, Commission action is indicated (deadline for this is past), and the sections are not contiguous.

The proposal that the Bureau treat this section in conjunction with their present contract has been rejected by Bureau personnel. It therefore appears that the mile and a half section constructed under Contract 6449 must either remain unoiled or be oiled by Klamath County.

[illegible] 6717

I am sorry that this cannot be resolved to your complete satisfaction but it would appear that time has run out on this particular item.

Very truly yours,

H. S. Cox
County and City Division Engineer

NOTED

HSC:mm

cc to J. F. Putnam.

NOTED
RICHARD UNREIN

fas 420
Klamath Co

NOTED
H. S. COX

July 1, 1965

Mr. Winston Kurth
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

NOTED
DON HARWEL

Dear Winston;

Your request for an asphalt treatment on FAS 420, Westside Road, has been checked out with the B.P.R. and our own people with the following results.

Present section of road under Contract #6449 will be accomplished by initiating a price agreement under the present contract. This section of road is 1.5 miles in length. Price agreement must be initiated by our division office in Bend.

The Crystal Springs-Malone Springs Section which is 2.6 miles in length and which will be up for bids August 10 will have the asphalt treatment incorporated into the contract.

The proposed asphalt treatment will consist of a binder course followed by an O-30 oil mat. We feel that this will be comparable to the asphalt treatment the B.P.R. is giving their section of this road.

This office would like to draw to your attention that the above mentioned asphaltic mat is not intended for use under log hauling and we would therefore suggest that during the spring, load limits be drastically reduced or, better yet, log hauling be prohibited during this short period. It is, of course, assumed that paving of these sections will be accomplished next year.

Very truly yours,

H. S. Cox
County and City Engineer

HSC:mm

cc: J. F. Putnam w/attachment

NOTED
V. R. JONES

original to L. H. Young

NOTED
DON [illegible]

MEMO TO FILES:

Rocky Point Section, S-520(1)
Contract 6449, FAS 420
Klamath County

In the attached letter Klamath County requests an oil surface treatment on the above section comparative to the oiled surface now being placed on the adjoining FH Project. Mr. Warfield, Assistant Division Engineer in Division IV, was contacted and he recommended an O-30 oil mat with a binder course. The Bureau of Public Roads has verbally agreed that the work could be included in the present contract on the above section as a price agreement provided a letter is furnished them stating the reason for the construction of the oil mat.

The programming of the Malone Springs-Crystal Springs Section should be amended to include the same oil surfacing in that section. The County has indicated that a paved surface will be placed on all three sections in the near future and it is their belief that the base surfacing which will be placed under the present contracts will be preserved from material loss and contamination.

Verne R. Jones

Verne R. Jones, Planning Engineer
County and City Division

VRJ:eb
Att.

cc: L. H. Young
Frank Hall
Virgil O'Neil
J. F. Putnam
F. D. Morgan

NOTED
V. R. JONES

882 - 2501 - 25 -

FAS 420
Klam Co.

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
COUNTY ENGINEER
COURTHOUSE
KLAMATH FALLS, OREGON

NOTED
H. S. COX

NOTED
DON HARWELL

June 28, 1965

NOTED
R. H. PRANGE

Mr. Verne Jones
County-City Division
Oregon State Highway Department
Salem, Oregon

Dear Verne:

I am requesting the State Highway Department to include a penetration surface treatment to the Malone Springs-Crystal Springs Section and the completed Rocky Point Section of the West Side Road. I feel this request should be included in the proposed letting of the Malone Springs-Crystal Springs Section on August 10, 1965.

You are aware of the penetration surface treatment being done by the Bureau on their sections of this road. From the standpoint of uniformity and maintenance, a standard surface finish is desirable. The additional cost of this work can be handled within the County's F.A.S. funds and budgeted matching funds.

Very truly yours,

Winston W. Kurth
Winston W. Kurth
County Engineer

NOTED
RICHARD UNREIN

WWK:ml

RECEIVED
JUN 29 1965
ENGINEER
COUNTY & CITY DIVISION

Copies
J. E. Morelock
Frank Hall
Virgil O'Neil
J. P. Putnam
VT

FORM E-80 5M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
DIVISION IV BEND
APR 26 1965
☐ DE ☐ ADE ☐ ☐ ☐ DOE
Assigned
Action

Klamath Falls, Oregon
April 25, 1965

SUBJECT: Engineering Costs
Rocky Point Section
Contract No. 6449

To: Mr. J. F. Putnam
Division Engineer
Bend, Oregon

Attached hereto is general breakdown of engineering costs tabulated by months for preliminary surveying, project staking, testing and project inspection, and administration, office and miscellaneous costs.

As you will note approximately $3000 was spent for preliminary survey work in May thru July 1964, most of which was done prior to time contractor started any work. Only the "P" line existed on the project. As is usually done in such a situation, coordinates and ties were computed from "P" to "L" line and these ties were used to establish "L" line control points in the field prior to "P" line being destroyed by contractors clearing work. In attempt to run "L" line from these ties, numerous errors were found to exist which would have materially affected alignment on ground, the related earthwork, etc.. Because of this it was felt necessary to retrace "P" line and use corrected "P" line to compute and establish "L" line which was as near planned alignment on ground as possible. Because of probability of contractor starting work soon after award of contract and other pending work for summer, all available personnel were used to make two crews for completion of this correction. Considereable clearing work was required to run lines.

Contractor started clearing operation in mid-June, 1964. During the latter part of June 1964 and month of July 1964, approximately $2700 was spent setting slope stakes. Because of numerous other small contracts scattered over a large area scheduled to begin soon and limited crew, the slope staking followed contractors operations as closely as possible. By mid-July contractors operation had progressed to point where approximately 3/4 of project had been slope staked. At this time four other projects were underway. Slope staking and staking of culverts was completed with crew made up of office personnel, engineering tranee and emergency appointment personnel during latter half of July. The point to this being that cost of project staking may have been increased to some degree by necessity to work piece-meal areas as contractor completed clearing and use of other than normal field party personnel due to work load and limited personnel.

Engineering Costs
Rocky Point Section
Contract No. 6449

Remaining project staking costs of $[illegible] shown were for miscellaneous field [illegible] and setting blue tops. Blue tops were set last winter on approximately 10% of project but weather conditions immediately following [illegible] and winter to finish [illegible] blue tops had to be reset earlier this month. Blue tops remain to be set on approximately 1/2 of the project and miscellaneous remeasure work remains to be done as of this date.

Inspection and testing costs were approximately $3100 between June and [illegible] 1964. Contractors progress during this period was very slow, only [illegible], approximately 90,000 cu. yds. of earthwork and drainage work was accomplished. However, due to nature of contractors operation and present requirements for inspection and testing it was necessary to keep personnel on project. Contractor has worked limited crew in rock work, etc. that remained as permitted by weather and condition of grade during latter part of March and during April. Because of limited amount and nature of work, personnel available and engineering costs to date no inspection personnel have been on project, other than occassional visit by myself, during this latter period.

Remaining $2700 of engineering money spent on project has been from resident engineers charges, office work and miscellaneous other charges normal to work.

In summary, the primary causes for engineering costs to date was the necessary survey work to correct and establish alignment prior to construction and the slow progress of work on project. Testing and inspection procedures in effect in recent years added to costs during months of August and September when nature of earthwork was such that some compaction tests were possible and necessary but these were not nearly so sostly as would have been if the nature of material and project had been such that these tests could have been ran throughout the project.

It must be noted that future cost for engineering on this project will be those for completion of blue tops, inspection and checking on finishing grading and surfacing and final computations. It is estimated this will amount to a minimum of $1500.

W. Reid Meritt
W. Reid Meritt
Resident Engineer

Form 2-49—30M-

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET 1 OF 1 SHEETS

Summary of Engineering Costs [illegible]

[illegible] Contract No. [illegible]

[illegible]

Month		[illegible] (all costs)	Survey and [illegible]	[illegible] Inspection	[illegible] and [illegible]
May, 1964		$ [illegible]			
June		2,100.00	$ 1300.00	$ [illegible]	$ 100.00
July		250.00	1000.00	[illegible]	350.00
August			150.00	1,[illegible]	700.00
Sept				[illegible]	750.00
Oct			300.00	500.00	150.00
Nov			250.00	250.00	125.00
Dec, 1964					
Jan, 1965					
Feb					50.00
March					125.00
April			350.00		350.00
TOTAL		$ 3,250.00	$ 3350.00	$ 3100.00	$ 2700.00

GRAND TOTAL $13,200.00

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon

April 26, 1965

RECEIVED
DIVISION IV BEND
APR 2 6 1965
☑ DE ☐ ADE ☐ ☐ ☐ DOE
Assigned
Action

SUBJECT: Engineering Costs
Crest St.-Patterson St. (K. Falls) Sec.
Contract No. 6505

To: Mr. J. F. Putnam
Division Engineer
Bend, Oregon

Reference is made to amount of engineering costs to date on the above subject project. It must first be remembered that this is not a normal grading and surfacing project but a city street type widening project with street having a maximum ADT of approximately 13,800 and involving much more than normal. Also involving possible and nonapparent problem conditions as result of five utilities (belonging to seven companies or organizations) along with normal drainage facilities common to this type of project, adjacent business and residential properties, etc.--all of which need investigation and planning to forestall all problems possible.

It must also be noted that:

1. Centerline for project had to be ran as offset lines were used on location to keep away from work in traffic as much as possible.
2. Finished grade controlled by 20 feet of concrete pavement existing which remains and to receive minimum of 1½" overlay. Spot checks on grades were made and was found that plan grades would not fit in many instances. A five line profile had to be ran and all grades recomputed to give minimum of 1½" cover. This was partially due to maintenance on street after location.
3. Production of all of 1¼"-0 bottom course base material and 50% of 3/4"-0 top course base material completed to date. Because of nature of material source, it is necessary to have constant inspection of production to assure quality of material and adherence to specifications. 141 samples ran during production of 14,500 cu. yds. of bottom base and 33 samples ran on top base material to date.
4. Project involves 20 condemnations. No exact conts has been kept for these but it is estimated that $125 each is a very conservative amount for costs of testifying, checking and correcting exhibit maps, computing and staking property for jury view, miscellaneous correspondence and gathering information plus consultation time in evenings with attornies for which no compensation is made.

5. Numerous encumbrance investigations and reports, staking, etc. on some 100 R/W files involved with some of these costs charged to construction prefix after received instead of location prefix.
6. Project involves approximately 12,000 lin. ft. of storm sewer, irrigation and culvert pipe. Contractor has elected to use concrete pipe from local plant. Very close material inspection and testing is necessary for this source and is being done from this office.
7. Computation and staking for some 12,000 lin. ft. of pipes along with related manholes, inlets, catch basins, siphons, stand pipes, headwalls, diversion boxes etc. to correlate with water mains, gas lines, sanitary sewer trunk lines and services, underground telephone cables, drains etc. takes a considereable amount of time.
8. Project involves widening of 90 ft. structure. Bridge engineer was moved onto project at beginning of work and all costs charged to this project for approximately 3 months.
9. Cross sectioning and slope staking of project 95% completed. This was felt desireable as one of initial steps in engineering, after grades were recomputed to be certain of earthwork sections for use in establishing grades, alignment and positioning of all types of pipe lines and related facilities, accesses and utilities. Very little earthwork has been done by contractor.
10. Difficulties have been encountered in getting irrigation pipe lines to meet pressure tests specified and much engineering time used observing numerous tests and corrective actions.
11. Heavy traffic and adjacent business properties require excavation adjacent to concrete pavement to remain for widening, to be backfilled as soon as possible with base material to maintain traffic and accesses. This will require working one side of street at a time in short sections and will increase grade control staking costs.
12. For good control of work is necessary to set grade and alignment controls length of project for irrigation pipe, storm sewer, the earthwork, surfacing and curbing.
13. Work on flood damages during winter months prohibited much of preliminary layout and planning work anticipated to be done during this period on correlation of grades and locations of utilities, sewers, manholes, catch inlets, drainage, street connections and accesses prior to construction. This has been and is now being done piece-meal in an effort to keep control and keep contractor operating. This is always more costly than orderly and continuous preliminary planning and layout.

Present status of project shows approximately 67% of engineering authorization spent and project approximately 25% complete. With the [illegible] of these figures in mind and fact that work done to date includes completion of structure widening, installation of major portion of irrigation pipe and storm sewer with a few related facilities and the production of 80% of top and bottom base rocks (money value not being included in percent complete as not incorporated in project), the following general breakdown of various stages of project should be noted.

15.7% of contract—storm sewers, irrigation, drainage and related facilities.
10.0% of contract--structure widening.
19.4% of contract--earthwork
54.3% of contract--curbs, base rocks and surfacing.
0.6% of contract--Miscellaneous minor items.

This I believe points out that slow moving and time consuming work that is required to be done first is a small percentage, based on money costs, of overall project complete at this date but engineering costs for the required work involved are not proportionately as low. Making this kind of graphic comparison of percentages at this stage of project is somewhat misleading. Normally these two percentages are expected to diverge on small grading projects until surfacing work is begun. When work is done on surfacing the percent of work done in normally expected to converge with engineering costs graphically. This convergence is not expected to be as pronounced on this project as on the average small grading and surfacing contract because of manner in which grading and surfacing must be handled, as previously mentioned, and small paving plant of contractor.

By the discussion in previous paragraph, I do not profess that the engineering costs on this project are or can be made to stay within the authorization if project is to be supervised, controlled, and required testing and inspection done to normal expected and required standards.

Do I have excess personnel? Those of us working eight to twelve hours many days and week ends, without getting or claiming compensation, to keep work and project moving with some semblance of order and control do not believe this to be the case.

Sufficient other projects, prefixes and work exist to keep unneeded personnel off prefix for this contract. In general it must also be considered, as concerns engineering costs, that numerous small jobs do eliminate carrying excess personnel on a prefix but that other job costs will run higher because orderly procedure and efficency of operations and follow through to completion is interrupted either in field or office by necessary work on unrelated project during any one day or similar period.

With increase of costs through years to that of today, due to engineering salaries, equipment costs, correspondence, reports, documentation, increased testing and inspection, it is increasingly difficult to perform required engineering work on small grading projects within the authorization provided.

W. Reid Meritt

W. Reid Meritt
Resident Engineer

RECEIVED
MAY 13 1965

FOR FILING

6447

FORM E-30 50M 3-65 SP*8470-714

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1965

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: Personnel
Reid Meritt's Crew

Attached hereto is correspondence regarding our attempt to keep engineering costs of this crew to a minimum.

I believe that Division Engineer Putnam is taking proper steps in this endeavor. Crest Street-Patterson Street Section is a very difficult section to stake. Also, the contractor has made much less progress than anticipated.

The Rocky Point Section is a holdover from 1964 and under normal construction schedule should have been completed in October of 1964. However, all the pressure by this office and by Division Engineer Swift could not get the contractor out of low gear.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc J. F. Putnam

Morgan - Putnam + Merritt
refer to the fact that poor "p" line
staking causes great overrun. Is
he blaming himself or someone else?
F

RECEIVED
APR 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

~~PLEASE RETURN TO~~
~~F. B. KLABOE~~

FORM E-10 90M 7-64 SP*0229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
APR 23 1965
☐ ☐ ☐ ☐ ☐
CE ACE ACE CCE

Bend, Oregon
April 23, 1965

SUBJECT: Personnel
Reid Meritt's Crew

To:

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Ofegon

1
4
1
3/9

Reid Meritt has a crew of eight men consisting of four CE 1's, one Tech 1 and three Aides. Of the four CE 1's, one takes care of the office, one is the transitman and the other two take care of the inspection work.

He has the following construction jobs: Crest Street-Patterson Street; Washburn Way-Shasta Way and Rocky Point. The Crest Street-Patterson Street project consists of a city street section with its attending utility moves of gas, water, power, telephone and irrigation facilities. These are so numerous that the designer found it necessary to make three separate sheets for each page of the plans. The contract was let on October 9, 1964, which made it so late in the season that no grading work could be accomplished, only utility work. Due to the flatness of grades on our drainage system it was necessary to maintain fairly constant engineering supervision on this to be sure that water and gas lines would clear. Also, due to the built up area it was difficult to keep stakes for the contractor's use. The contractor has kept plugging away with small crews most of the winter so inspection work was constantly needed. He is also crushing the aggregate for the job and has experienced some difficulty in staying within the specifications, thus requiring constant vigilance by an inspector.

nuts!

Under our present regulations and requirements, Meritt has done no more than absolutely necessary to maintain proper control of the work. His engineering costs for men and equipment run in the neighborhood of $7300 per month, and with the work load he has I can see no way in which we can cut down on men and equipment.

As to the Rocky Point project, the primary cause of the overrun is the slow rate of progress by the contractor and the expenditure of approximately $4000 for the staking of the projected "L" line from an erroneous "P" line.

Whose

[illegible]

NOTED
F. B. KLABOE

Meritt has had several vicinity maps and other location projects for which money was set up and is having difficulty leaving the construction work to perform these. Every attempt has been made to keep engineering costs to a minimum, however, there are certain responsibilities that must be taken care of in respect to furnishing stakes for the contractor and maintaining inspectors to assure compliance with the specifications.

In my opinion some thought should be given to providing a sliding scale for engineering projects of different size and type. A city street section such as the Crest Street-Patterson Street project requires much more engineering and attention to detail than a large grading project. On this particular job the contractor was allowed eleven months to complete, which provided for the expenditure of approximately $3340 per month on engineering. With engineering salaries what they are today and the increased need of close inspection on Federal Aid Projects, it is nearly impossible to perform the necessary work and stay within the engineering authorization.

J F Putnam

J. F. Putnam
Division Engineer

JFP:me

Co.18

7-1

FORM H-30 30M 12-63 84670

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 29, 1964

SUBJECT: Engineering Costs: Rocky Point
Contract No. 6449 and Dry Creek-
Cal. State Line, No. 6365

To:

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Oregon

Herewith is a copy of a letter from Resident Engineer Reid Meritt giving causes for excessive engineering costs on subject projects.

The primary causes for the overrun on Rocky Point Section are the staking of the "L" line and the slow progress of the contractor. At the end of this week there will be only one work day remaining and if the project had been completed within the alloted time the overrun would have been nominal.

Work on the Dry Creek-California State Line Project started on December 17, 1963 and although only 74 of the 85 specified work days were used, the elapsed period of time requiring engineering personnel was much greater. The slow rate of progress and the need to pay per diem allowance caused the overrun.

This past seqson Mr. Meritt has had several small jobs spread over a large area, and with the present need for close inspection it was necessary for him to keep men on these slow-moving jobs. He has kept his crew at minimum strength resulting in overtime for his employees and the utilization of much of his own time for which he received no compensation.

J F Putnam
J. F. PUTNAM
Assistant Division Engineer

JFP:me
Encl.
cc: W. Reid Meritt

CONSTRUCTION DIVISION
RECEIVED
OCT 30 1964
NOTED ☑ CE ☑ ACE ☑ ACE ☐ ☐ CCE

FORM E-50 [illegible] 12-[illegible] [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Klamath Falls, Oregon
October 20, 1964

RECEIVED
OCT [illegible]
DIVISI[illegible]NEER

SUBJECT: Engineering Costs on Rocky Point
Project, Contract 6449, and Dry Cr.
Road-Calif. State Line, Contract 6365

To: Mr. Dean Swift,
Division Engineer
Bend, Oregon

Reference is made to letter from Mr. Morgan of October 13, 1964 concerning overrun of engineering charges on project listed below with explanations.

Rocky Point Section - 0.4% overrun with project approximately 40% complete. Considerable engineering money spent immediately prior to beginning construction to establish alignment as near to that on plans as possible. Only "P" line was on ground and when attempted to establish "L" line control points from "P" line prior to its being destroyed by clearing, numerous errors were found which materially affected alignment. Also contractors operation from time of commencement in mid-June until mid-September was very slow but personnel required on project. It is anticipated that final engineering costs will overrun approximately 50%.

Dry Creek Road-California State Line Section - 64.9% overrun with project complete. Overrun attributed to very slow production of aggregates for project, but necessity to keep inspector on plant at all times due to nature of material and operation, Also to fact that all personnel on project were on perdiem during work on this project because of distance from headquarters.

W. Reid Meritt

W. Reid Meritt,
Resident Engineer

NOTED
J. F. [illegible]

NOTED
DEAN SWIFT

NOTED - G. W MARTIN

Co. 18

[illegible], C[illegible]
[illegible] 16, [illegible]

Mr. F[illegible] Smith
[illegible]
Bend, Oregon

A review of last weeks construction weekly reports from your division indicate that engineering charges on the following contracts are overrunning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Mitchell Point-Hood River Hwy.	[illegible]	2,948	4,[illegible]	39.0
[illegible] Ranger Sta.-Tucker Bridge	100	17,767	24,[illegible]	38.0
[illegible]	46	10,678	10,711	0.4
[illegible]y Creek Rd.-Calif. Line	100	6,534	10,774	64.9

Please take immediate steps to see that future charges are held to an absolute minimum and provide this office with an explanation of the reasons for the excessive overruns.

F. B. Morgan
Construction Engineer

[illegible]F:lc
cc: Lloyd P. Shaw

Salem, Oregon
October 6, 1964

Rocky Point Section
FAS 420
Klamath County
Contract No. 6449
J. M. Arens

Mr. F. D. Morgan
Construction Engineer

Attention: G. L. Decker

A protest made by letter of October 1 has been received from J. M. Creed, County Engineer, Klamath County, regarding lack of progress on the subject project.

This contractor has a record of poor performance and apparently is only running true to form. His workdays will run out about October 31 and if production follows the trend established by his work up to this time, he will require at least another 90.

The reports indicate that Mr. Putnam was on the project during the week ending September 26. Please contact him and try to devise some means to shake Mr. Arens out of his lethargy.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

cc Forrest Cooper
R. L. Porter

FORM L 123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. [illegible]RTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~

Bend, Oregon
October 5, 1964

Mr. Winston W. Kurth
Assistant County Engineer
Klamath County Road Department
Klamath Falls, Oregon

Your copy of a letter to H. S. Cox referring to progress on the Rocky Point Section of the West Side Road has landed on my desk.

The Arenz Company have just finished a grading job in Crater Lake Park and have brought a few more pieces of equipment to this job. A little better progress is being made and I noticed last week they even had a short section ready for finishing stakes. If you have been on the job you have observed that this is possibly the worst type of material to be moved. It consists of enormous boulders mostly. They are making every effort now to complete, but Mr. Arenz, himself, admits that he will not be able to finish on time, and is prepared to pay the penalty set forth in the contract.

Very truly yours,

DEAN SWIFT
Division Engineer

DS:me
cc: Mr. L. P. Shaw ✓
Mr. F. D. Morgan
Mr. H. S. Cox
Mr. W. Reid Meritt

RECEIVED
OCT 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT - 6 1964
OREGON
STATE HIGHWAY COMMISSION

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
J. H. CREED
COUNTY ENGINEER

COURT HOUSE
KLAMATH FALLS, OREGON

October 1, 1964

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Enclosed are some photos of the Westside F.A.S. job near Rocky Point which you are handling for Klamath County.

As you can see they have quite a bit of grading to do. As you can also see what they have done has been rather rough going. I would say at a fast guess that the rough grading is about 80% done.

From the looks of things they will not complete the project until late next spring.

In addition to the two (2) dozers shown working, there was one (1) cat and scraper in operation.

Yours very truly,

J. H. Creed

J. H. Creed
County Engineer

JHC:ml
Enclosures (8)
cc:Board of County Commissioners

RECEIVED
OCT 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

letter to Decker 10-6

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
J. H. CREED
COUNTY ENGINEER

COURT HOUSE
KLAMATH FALLS, OREGON

NOTED
R. H. PRANGE

September 29, 1964

Mr. H. S. Cox
City-County Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cox:

This letter is in reference to the Rocky Point section of the West Side Road, F.A.S. 420. As you know the J. M. Arenz Company was the successful bidder on this F.A.S. project. I want to inform you that Klamath County is most anxious to have this project completed on schedule. Locally we are concerned that the contractor will not meet his completion date.

The feeling of the Board of Commissioners and the County Engineer is that the project should be completed within the time limit and that if an extension of time is needed it should be on a penalty basis. As you know the West Side Road is the highest priority road in Klamath County and as such everyone concerned desires its completion at the earliest possible date. I would appreciate any urging you could give to the contractor to complete this job on schedule. If this cannot be done I wanted you to be informed of the county's feelings regarding any extension of time on this contract.

Very truly yours,

Winston W. Kurth

Winston W. Kurth
Assistant County Engineer

WWK/ml
cc: Reid Meritt, Resident Engineer

RECEIVED
SEP 30 1964
ENGINEER
COUNTY & CITY DIVISION

Copies to Dean Swift
L. P. Shaw
F. D Morgan

NOTED
V. R JONES

9-30-64
V.J.

FORM E-30X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

[illegible]

(441)

SUBJECT:

To:

Mr. Dean [illegible]
Division Engineer
Bend, Oregon

A review of last weeks construction weekly reports from your division indicate that engineering charges on the following contracts are overrunning a considerable amount:

Project	% Complete	Allowed	Engineering Used	% Over
Mitchell Point-Hood River Loop.	90	2,948	4,100	39.0
Parkdale Ranger Sta.-Tucker Bridge	100	17,787	24,500	33.0
Rocky Point	45	10,678	10,721	0.4
Dry Creek Rd.-Calif. Line	100	6,534	10,774	64.9

Please take immediate steps to see that future charges are held to an absolute minimum and provide this office with an explanation of the reasons for the excessive overruns.

F. D. Morgan
Construction Engineer

EAP:dc
cc: Lloyd P. Shaw

FORM E-30 50M 12-63 94676

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1964

SUBJECT: Rocky Point Section
FAS 420
Klamath County
Status of Project

To: Mr. H. S. Cox
County and City Engineer

BUILDING

Regarding the letter by a Mr. Winston W. Kurth, Assistant County Engineer of Klamath County, concerning the Rocky Point Section of West Side Road, FAS 420.

Please be advised that an inspection was made of this section last week and at that time work was proceeding at a slow pace due to a small amount of equipment on the project. It was very questionable at that time whether the project could be completed this fall.

Mr. Dean Swift was contacted this week and advises he is making a special effort to stir the contractor into placing more equipment and effort into the project in order to complete the project this fall, if possible.

Field Engineers Weekly Report indicates grading 35% complete and over-all project some 34% complete as of September 26, 1964. This, with some 71% of the time of completion used.

The above data is for your information.

RECEIVED
OCT 2 1964
ENGINEER
COUNTY & CITY DIVISION

F. D. Morgan
Construction Engineer

By

J. H. Walker
Assistant Construction Engineer

JHW:bjm

NOTED
V. R. JONES

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 7-2c	FO R-2 (RE 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE Oregon
		COUNTY Klamath
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 7-2-64	PROJECT NO. S-520(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Approx. 21 mi. So. Fort Klamath, So.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-4-64	1.420
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 146,825.00	$ 92,400.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer July 2, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8908-P64

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-520(1)

ROCKY POINT SECTION OF FAS 520

IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon June 18, 1944

Type Code 2010
Roadway (Sta. 655+50 to Sta. 730+50)(Contract No. 6449)

Clearing and Grubbing	All	Required		$ 15,000.00
Drainage Excavation, Unclassified	250	cu.yds.	$ 3.00	750.00
General Excavation, Unclassified	109,000	cu.yds.	0.62	67,580.00
Short Overhaul	73,400	yd.stas.	0.02	1,468.00
Long Overhaul	240	C-yd.sta.	0.50	120.00
Tractor and Dozer	72	hours	30.00	2,160.00
Blade Grader	16	hours	20.00	320.00
Finishing Roadbed and Slopes	1.50	miles	1,000.00	1,500.00
Rounding Outbanks	5,800	lin.ft.	0.20	1,160.00
12-inch Culvert Pipe	160	lin.ft.	2.75	440.00
18-inch Culvert Pipe	630	lin.ft.	4.00	2,520.00
24-inch Culvert Pipe	380	lin.ft.	5.50	2,090.00
30-inch Culvert Pipe	95	lin.ft.	7.50	712.50
36-inch Culvert Pipe	90	lin.ft.	9.50	855.00
Metal Guard Rail	84	lin.ft.	3.00	252.00
Grid-Rolled Cinders in Base	27,000	cu.yds.	1.00	27,000.00
Sprinkling	3,000	Mgals.	3.00	9,000.00
				$132,927.50
Flagging (57½% of Contractor's Cost)	All	Required		$ 200.00
Signing	All	Required		350.00
				$ 550.00
		Subtotal		$133,477.50
		10% Engr. & Cont.		13,347.50
		Total		$146,825.00

Length of Roadway - - - - - - - - - - - - 1.420 miles
Cost of Roadway Per Mile - - - - - - - - $103,397.88

Federal Funds -	$ 92,400.00
State Funds -	27,212.50
County Funds -	27,212.50
	$146,825.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
Funds for Maint.: Chap. 529, laws 1939.

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-12-64	CC 873		518-1004-297

NOTED
R. M. ALLISON

INVOICE NUMBER 81875

- Klamath County
- Courthouse
- Klamath Falls, Oregon

~~Att: Board of Commissioners~~

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			30,000.00
Partial transfer of advance deposit for Rocky Point Section, FAS 420. Covered by agreement dated May 12, 1964.			20,000.00
To be retained			10,000.00

NOTED
DON HARWELL

NOTED
V. F

NOTED
R. H. PRANGE

RECEIVED
JUN 15
ENGINEER
COUNTY & CITY

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150 (REVISED 7-60)

Klamath
Fas 420

NOTED
R. M. ALLISON

NOTED
H. S. COX

May 27, 1964

NOTED
DON HARWELL

Klamath County Board of Commissioners
Courthouse
Klamath Falls, Oregon

NOTED
R. H. PRANGE

NOTED
P. [illegible]

Gentlemen:

On May 26, a satisfactory bid was received from J. M. Arens of Portland for constructing the Rocky Point section of FAS 420. As per the agreement between the State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid Items	$132,927.50
Flagging	200.00
Signing................................	350.00
12-1/2% Engineering & Contingencies ...	16,684.69
Estimated total cost	$150,162.19

County Advance Deposit:
20% of $150,162.19 = $30,032.44 or say $30,000

Please make this advance deposit in the amount of $30,000 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb

cc: John H. Creed, County Engineer

RECEIVED
AUG 12 1964
FOR FILING

6449

June 11, 1964

J. M. Arenz
1601 N. E. Columbia Boulevard
Portland 2, Oregon

Dear Sir:

The State Highway Commission on May 28, 1964, accepted your proposal for grading and grid rolled cinder base on Rocky Point Section of FAS 420 in Klamath County for the sum of $132,927.50 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6449.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

MISC. CONTRACTS and AGREEMENTS No.

RECEIVED
MAY 1 4 1964

FOR FILING

[illegible]

[illegible]

Salem, Oregon
May 13, 1964

FAS-C Construction Agreement
Rocky Point Section
FAS 420, Klamath County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Construction Agreement with Klamath County covering the Rocky Point Section of FAS 420 in Klamath County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court, Klamath County.

Secretary

ru
Attach: 1

Klamath
fas 420

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
J. H. CREED
COUNTY ENGINEER
COURT HOUSE
KLAMATH FALLS, OREGON

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
DON HARWELL

April 10, 1964

Oregon State Highway Department
City-County Relations Division
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

Attention: H. S. Cox and Vern Jones

Gentlemen:

Enclosed are copies of the Use Permits issued by the Winema National Forest for the Westside Road, FAS 420, Rocky Point project.

While it does not show it there is a verbal agreement that the contractor will not enter the cinder pit until after September 15, 1964.

Yours very truly,

J. H. Creed by ml
J. H. Creed
County Engineer

JHC/ml
Enclosures

Copies to O'Neil
" " Frank Hall
4-13-64
V.J

RECEIVED
APR 13 1964
ENGINEER
COUNTY & CITY DIVISION

'X Orig Cfd.

United States Department of Agriculture Forest Service SPECIAL USE PERMIT Act of June 4, 1897, or February 15, 1901 This permit is revocable and nontransferable	NAME OF PERMITTEE KLAMATH COUNTY	KIND OF USE Road
	DATE OF PERMIT MAR 2 4 1964	FILE CODE 2730

NOTED
R. M. ALLISON

REGION	STATE	FOREST	RANGER DISTRICT
6	Oregon	Winema	Klamath

Permission is hereby granted to Klamath County

of County Courthouse, Klamath Falls, Oregon, hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

NOTED
P. B. Arensmeier

A right-of-way of the minimum essential width as shown on the State Highway plan and profile for the Rocky Point section of the Westside Road, FAS 420, Klamath County, Oregon, from the line between Sections 23 and 26, T. 35 S., R. 6 E., W.M., Station 641 +55, to station 734 + 00 in Section 35 and the tie road, as shown on the attached map.

MAXIMUM INSPECTION INTERVAL
EVERY one YEARS

This permit covers 31.18 acres ~~and~~/or 1.78 miles and is issued for the purpose of:

Construction, maintenance, and use of a county road.

The exercise of any of the privileges granted hereby constitutes acceptance of all the conditions of this permit.

No Charge - Regulation U-14

~~In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Dollars ($) for the period from 19 to 19 , and thereafter annually on Dollars ($)~~

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

2700-4 (Rev. 2-60)

RECEIVED
APR 13 1964
ENGINEER

2. Construction or occupancy and use under this permit shall begin within 6 months, and construction, if any, shall be completed within 12 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any beneft that may arise herefrom unless it is made with a corporation for its general benefit.

~~11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.~~

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the preceding printed clauses will control.

17. This permit is accepted subject to the conditions set forth above and to conditions 18 to 25 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE
[illegible]	T. E. Smith	Forest Supervisor

☆ U.S. GOVERNMENT PRINTING OFFICE 1961—O—588588

18. The road authorized by this permit shall be on a location approved in advance by the District Ranger. Construction standards shall be not lower than those [redacted] for Class DN 20 roads. All practical precautions shall be taken to minimize damage to the soil, and to prevent the creation of conditions conducive to soil erosion.

19. Right-of-way clearance shall be staked on the ground, and approved by the District Ranger before clearing begins.

20. All merchantable timber cut on areas staked for clearing in the right-of-way on National Forest lands shall be trimmed of limbs and tops and sawed into proper log lengths as directed by the District Ranger. All logs are merchantable that are 10 feet long and 8 inches in diameter, whose net scale is at least 33 1/3% of the gross scale and contain a minimum of 30 board feet. The logs shall be cut in multiples of 2 feet from 10 feet to 32 feet. A trim allowance of 6 inches shall be allowed on all logs up to 16 feet in length and 12 inches on all logs longer than 16 feet.

Logs shall be piled adjacent to the road at locations convenient for loading and approved by the District Ranger, and shall be piled separately from the piles to be burned or otherwise disposed of.

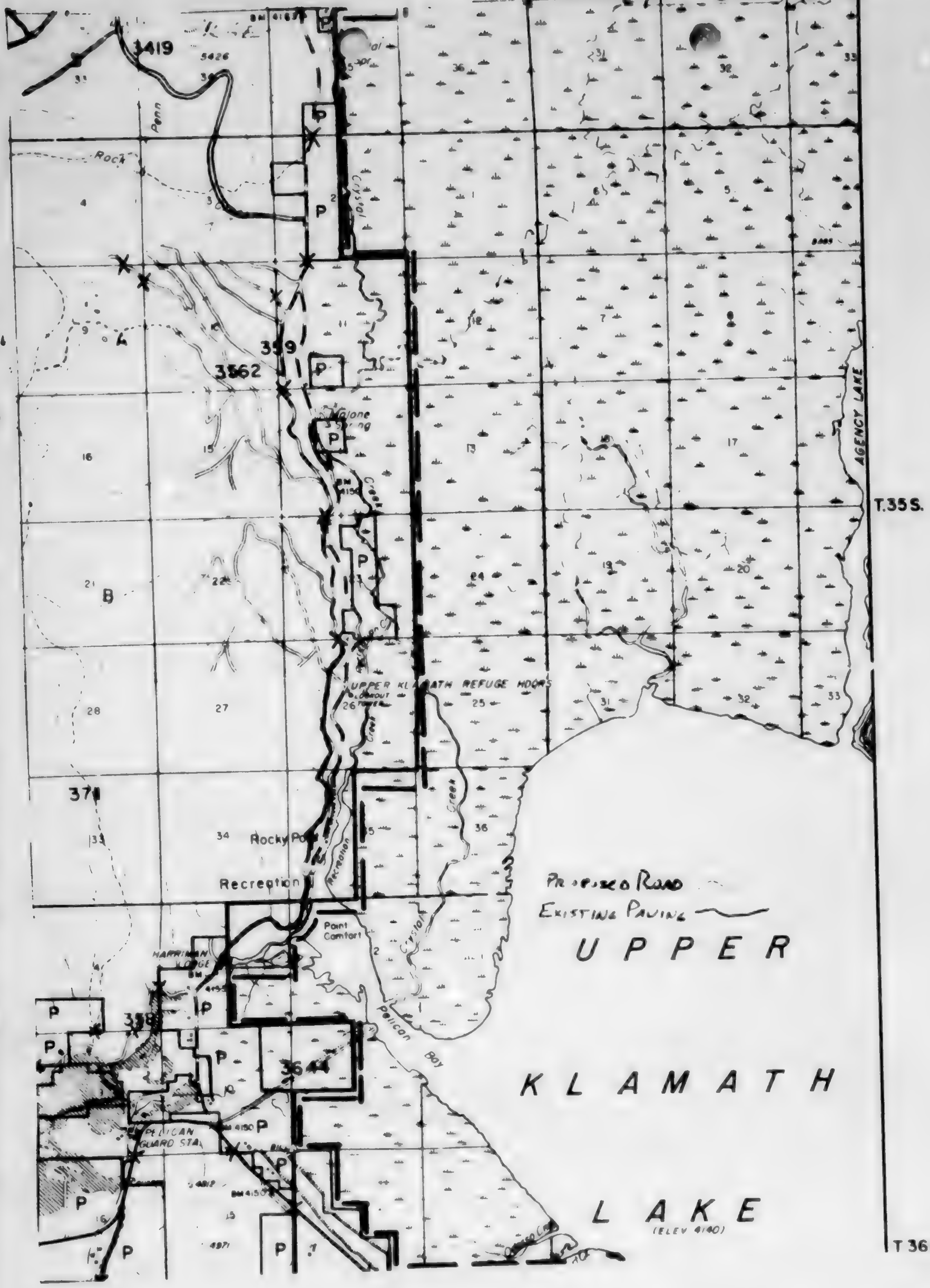
21. This permit authorizes only use and occupancy of National Forest land essential for the construction, maintenance, and use of the road. It does not authorize uses such as borrow pits, stockpiles, quarries, or any other similar use without the written approval of the Forest Supervisor.

22. All debris resulting from the right-of-way clearing and construction of the road shall be disposed of by piling and burning or as directed by the District Ranger.

23. All ground areas disturbed by the operations of the permittee outside the road bed will be seeded and mulched by the permittee as directed by the District Ranger.

24. The permittee will post and maintain signs as required by the District Ranger, notifying the public of special conditions pertaining to use of the road.

25. During the construction period, the existing road or the new road will be kept open to public traffic, with no delays longer than 10 minutes.


3419
5426
Penn
Rock
Crystal
3562
359
Malone Spring
Creek
T.35S.
AGENCY LAKE
UPPER KLAMATH REFUGE HDQRS
LOOKOUT TOWER
Creek
Rocky Point
Recreation
371
Point Comfort
Crystal
HARRIMAN LODGE
358
3644
PELICAN GUARD STA.
Pelican Bay
Proposed Road
Existing Paving
UPPER KLAMATH LAKE
(ELEV 4140)
T 36 S

UNITED STATES DEPARTMENT OF AGRICULTURE—FOREST SERVICE

SPECIAL USE APPLICATION

NAME OF APPLICANT Klamath County

DATE OF APPLICATION 2/21/64

REGION	STATE	FOREST	RANGER DISTRICT
6	Oregon	Winema	Klamath

(Entries above this line will be filled in by the Forest Service)

Application is hereby made for a permit to use National Forest land as indicated below

1 Description of land **A strip of land as shown on the State Highway layout for the Rocky Point section of the Westside Road, PAS 420, Klamath County, Oregon, from the line between sections 23 and 26, Township 35 South, Range 6 E.W.M., Engineer's Station 641+552 to Engineer's Station 734+00.**

2. Purpose of use. **Construction and maintenance of a County Road**

3 Acres of National Forest land to be used **31.18 acres**

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.): **1.78 miles**

5 Number of days that premises will be used each year: **continuously**

6 Improvements a Description: **Grade and surface a 30 foot roadway**

b. Approximate cost $ 170,000.00	c Construction will begin within 2 months	d Construction will be completed within 9 months
DATE OF APPLICATION February 21, 1964	SIGNATURE OF APPLICANT J. H. Creed J. H. Creed Klamath County Engineer	ADDRESS Courthouse Klamath Falls, Oregon

REPORT ON APPLICATION

(To be completed by Forest Officer)

1 General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use. [illegible] road, [illegible] some cases of completely [illegible]

2 Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name. [illegible]

3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling, include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure. [illegible]

4 Recommendations, including any factors which might affect the granting of the permit or future use of the land.
[illegible]

5 List on the reverse side any additional conditions which should be made a part of the permit
[illegible]

	DATE	SIGNATURE	TITLE
REPORT SUBMITTED →	[illegible]		Forester
REPORT APPROVED →	3/18/64		Forester

2700-3 (2/60)

(OVER)

2. Purpose of use:

Construction and maintenance of a County Road

3. Acres of National Forest land to be used:

21.18 acres

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.):

1.78 miles

5 Number of days that premises will be used each year:

continuously

6. Improvements: a. Description:

Grade and surface a 30 foot roadway

b. Approximate cost $ 170,000.00	c. Construction will begin within 3 months	d. Construction will be completed within 8 months
DATE OF APPLICATION February 21, 1964	SIGNATURE OF APPLICANT J. H. Creed J. H. Creed Klamath County Engineer	ADDRESS Courthouse Klamath Falls, Oregon

REPORT ON APPLICATION

(To be completed by Forest Officer)

General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use. AREA IS ALONG EXISTING COUNTY ROAD. THERE WILL BE SOME CASES OF ROAD [illegible] AND SOME CASES OF COMPLETELY NEW CONSTRUCTION.

2. Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name. LAND IS N.F.

3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure. UNKNOWN VOLUME TO BE BUCKED AND DECKED BY THE PERMITTEE AND SOLD UNDER REGULAR TIMBER SALE PROCEDURE. SCALING TO BE AT PELICAN OR [illegible] SCALE STATIONS

4. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

RECOMMEND PERMIT BE ISSUED

5. List on the reverse side any additional conditions which should be made a part of the permit.

SEE ATTACHED ROUGH DRAFT

REPORT SUBMITTED →	DATE 2-28-64	SIGNATURE Roy P. Olson	TITLE Forester
REPORT APPROVED →	DATE 3/18/64	SIGNATURE D. Graham	TITLE Forester

(OVER)

2700-3 (2/60)

file 4/7/64 orig cfd.

MINERAL MATERIALS PERMIT

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

Pursuant to the authority of the Act of July 31, 1947, as amended (61 Stat. 681, 64 Stat. 571, 69 Stat. 367, 43 U.S.C. 1185), and regulations thereunder set forth in 36 CFR 251.4 (20 F. R. 5724), permission is hereby granted under the terms and conditions hereof, to

Klamath County
(Full name of person, firm or corporation)

of Courthouse, Klamath Falls, Oregon
(Complete address)

for a period of 3 years from date hereof, to extract, remove and dispose of the following mineral material: 1/ Cinders to be placed on the Westside road, FAS 420 (FH 48)

on the following described lands in the State of Oregon:
A portion of SE¼NE¼SE¼ Section 34, T. 34 S., R. 6 E., W.M., and use of a portion of road 3419, as shown on the attached map.

containing 2 acres, more or less, together with the right to construct and maintain thereon such structures and other facilities as may be necessary for the extraction and removal of said mineral materials.

This permit is granted subject to the following conditions:

1. Minimum Annual Payment. The permittee shall pay to the Forest Service, U.S. Department of Agriculture, annually and in advance, the sum of $ No charge-Regulation U- 13 (b)(4).

2. Royalty. (a) The permittee shall pay in addition to the minimum annual payment provided in clause 1 above, except as hereinafter provided, a royalty on materials extracted or removed at the following rates:

None

1/ If the permit is for a fixed quantity, that quantity should be stated as well as the kind or kinds of material.

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APR 13 1964
ENGINEER
COUNTY & CITY DIVISION

Kind of Material	Unit of Measure	Royalty per Unit

Such royalty shall be paid not later than thirty days after submission by the permittee at the end of each three months' period, beginning on the date of the issuance of this permit, of a written statement certifying the quantity of materials extracted during such period and for which royalties have accrued. The quantity shall be determined on the basis of ____________________.
If the Forest Service does not approve the statement submitted by the permittee, the quantity to be paid for shall be as determined by the Forest Service.

(b) After production begins, the minimum annual payment shall be credited on the royalty payments for the year and for each year thereafter, but no part of a minimum annual payment for one year shall be carried over as a credit against royalties accruing in any subsequent year.

(c) The permittee shall maintain with the Forest Service at all times a deposit which, with the minimum annual payment, shall be sufficient in the judgment of the Forest Service to meet as they come due all royalty charges payable to the United States.

3. Bond. (a) The permittee shall furnish and maintain a bond in the sum of $ None conditioned upon compliance with the terms and conditions of this permit.

(b) Whenever any bond furnished under the permit shall be found unsatisfactory, the Forest Service may require a new bond which shall be satisfactory to it.

4. Operation and Production. Operations under this permit shall begin within 12 months after the date hereof and shall be prosecuted diligently. Except with the written consent of the Forest Service, operations shall not cease for longer periods than six months.

5. Termination. 1/ This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Regional Forester.

6. The rights and duties of the Forest Service under this permit as herein expressed will be exercised or discharged by the Forest Supervisor or by such Forest Officer as he may designate to supervise the operations herein authorized.

1/ For noncompetitive sales, use this clause and delete section 13 of Standard Terms and Conditions, Form 2800-7b. For competitive sales, use section 13 and delete section 5.

7. Settlement. (a) The permittee agrees that any money advanced or deposited under this permit may, upon failure on his part to fulfill all and singular the requirements set forth in this permit or made a part hereof, be retained by the Forest Service to be applied toward the satisfaction of his obligations assumed under this permit without prejudice to any other rights and remedies of the Forest Service.

(b) If obligations of the permittee under this permit, other than the removal of material, have not been fully discharged by the termination date, or as adjusted or extended, the Forest Service shall notify the permittee in writing of the specific work to be done in final satisfaction of such obligations under this permit. The permittee requests that, unless the permittee denies responsibility for any or all of such work within thirty (30) days of the date of such notice, the Forest Service performs such undenied work for the permittee under the provisions of section 5 of the Act of April 24, 1950 (64 Stat. 83, 16 U.S.C. 572), to the extent that funds to cover the cost thereof are provided by the permittee, and the permittee authorizes the transfer to the cooperative work fund for this purpose of any balances to his credit under this permit.

8. Standard Terms and Conditions and Special Clauses. The rights of the permittee shall be subject to the standard terms and conditions and to the special clauses 9 to 11, which are attached hereto and made a part hereof.

UNITED STATES OF AMERICA

Date 3-25-64 By C E Smith
(Name)

Forest Supervisor
(Title)

~~This permit is accepted subject to all its terms and conditions, and the permittee hereby agrees to comply therewith.~~

~~Date~~ ~~(Permittee)~~

~~By~~ ~~(Name)~~

~~(Title)~~

9. Pit development and removal of cinders will be coordinated with other users of the pit, as approved by the District Ranger. As road 3419 is being maintained by Modoc Lumber Company, permittee will make a maintenance agreement with Modoc covering maintenance of the road, as approved by the District Ranger.

10. Permittee will place cinders 4 inches deep compacted on road 3419, as surface replacement, as approved by the District Ranger.

11. Cinders removed under terms of this permit may not be sold without written approval of the Forest Supervisor.

ST[illegible]DARD TERMS AND CONDITIO[illegible]

(Preference Right Lease or Mineral Materials Permit)

Section 1. *Good Operational and Conservation Practice.* The lessee (permittee) shall:

(a) Conduct all operations authorized by this lease (permit) with due regard for good land management, not cut or destroy timber without first obtaining permission from the Forest Service, pay for all such timber cut or destroyed at the rates prescribed by it, and avoid unnecessary damage to improvements, timber, crops, or other cover.

(b) Not clear or use the land for roads, other works or structures necessary for the enjoyment of this lease (permit) until a plan of construction or development covering such use of the premises has been approved by the Forest Service. In the location, design, construction, and maintenance of all authorized roads, works or structures and in operations under this lease (permit), the lessee (permittee) shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the land, pollution of the soil and water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities under this lease (permit) causes damage to the watershed or pollution of the soil or water resources, the lessee (permittee) shall repair such damage and take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the Forest Service.

Section 2. *Safety.* The lessee (permittee) shall carry on all mining operations in a good and workmanlike manner and in compliance with all Federal and State laws and the regulations of the Secretary of Agriculture, having due regard for the health and safety of miners and other employees; and safeguard with fences, barriers, fills, covers, or other effective devices, any shafts, pits, tunnels, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.

Section 3. *Fire Precautions.* The lessee (permittee) shall do all in his power to prevent and suppress fires on the lease (permit) area and in its vicinity, and require his employees, contractors, and subcontractors to do likewise. Unless prevented by circumstances over which he has no control and to the extent possible the lessee (permittee) shall place his employees, contractors, and subcontractors at the disposal of the Forest Service for the purpose of fighting fires, with the understanding that they may become employees of the Forest Service during such period and be paid for firefighting services at current rates of pay established by the Forest Service for the said national forest for services of similar character: *Provided,* That the lessee (permittee) shall reimburse the Forest Service for the cost of suppressing any fires which the lessee (permittee), his employees, contractors or subcontractors caused in any manner or the origin or spread of which he or they could have prevented. During periods of serious fire danger, as may be specified by the Forest Service, the lessee (permittee) shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, and subcontractors within the lease (permit) area except at established camps, and shall enforce this prohibition by all means within his power. However, the Forest Service may designate safe places where, after all flammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee (permittee), smoking may be permitted. When in the judgment of the Forest Service the fire danger is of such serious nature that fires may result from the operation, the lessee (permittee) will close down operations upon request of the Forest Service for the period of such emergency. The lessee (permittee) shall not burn rubbish, trash, or other flammable material except with the consent of the Forest Service and shall not use explosives during the fire season except as authorized to do so or on areas approved by the Forest Service. The lessee (permittee) shall build or construct such fire lines or do such clearing on the lease (permit) area as the Forest Service decides is necessary for fire prevention and shall maintain such fire tools at his headquarters on the lease (permit) area as are deemed necessary by the Forest Service.

Section 4. *Roads; Utility Facilities.*

(a) The lessee (permittee) shall fully and currently repair all damage, other than ordinary wear and tear, to national forest or project roads and trails caused by the exercise of the privileges granted by this permit. No transportation of mineral materials shall be permitted on roads until drainage acceptable to the Forest Service is installed.

(b) The Forest Service shall have the right to use any road constructed by the lessee (permittee) under this lease (permit) for any and all purposes in connection with the protection and administration of the national forest or other lands under its jurisdiction.

(c) Truck roads constructed by the lessee (permittee) under this lease (permit) may be used by other parties in connection with other authorized uses of national forest, national grassland, or other lands administered by the Forest Service: *Provided,* That on nonpublic roads, such use shall not materially interfere with the operations of the lessee (permittee). On truck roads which the lessee (permittee) constructed or is required to maintain, such other parties using the roads for heavy hauling purposes, such as logging and mining, shall pay a fair share of the cost of construction and shall perform a fair share of such maintenance based on their use, or shall pay to the lessee (permittee) the cost of such fair share, as may be agreed upon by the parties concerned, subject to final determination by the Forest Service if the parties disagree.

(d) In all phases of construction and operations the lessee (permittee) shall protect, so far as practicable, all telephone lines, ditches, fences, and other improvements and, if such improvements are damaged by his operations under this lease (permit), he shall restore them promptly. When necessary by reason of the lessee's (permittee's) operations under this lease (permit), the Forest Service may require the lessee (permittee) to move any such telephone line or fence from one location to another.

Section 5. *Cooperative Deposits.* All or portions of any work for fire prevention, road maintenance, restoration, or removal of improvements, revegetation or reforestation, control of erosion, for which the lessee (permittee) is responsible, may, upon written request of the lessee (permittee) and approval by the Forest Service, to be attached hereto and become a part hereof, be performed by the Forest Service on a basis of cooperation or assistance under Section 5, act of April 24, 1950 (64 Stat. 83; 16 U.S.C. 572). When the work is to be so performed the lessee (permittee) shall make advance deposits into the Cooperative Work Fund at such times and in such manner as requested by the Forest Service, the total deposits to be sufficient to cover the cost of the work, including necessary overhead charges: *Provided,* That deposits for the control of soil erosion may be used to maintain proper drainage of roads until they have become stabilized.

Section 6. *Lessee's (Permittee's) Responsibility for Damages.* The lessee (permittee) shall pay the United States or its tenant, as the case may be, for any and all damage to or destruction of property caused by lessee's (permittee's) operations hereunder; and shall save and hold the United States or its tenants harmless from all damage or claims for damage to persons or property resulting from operations under this lease (permit).

Section 7. *Compliance With Regulations.* The lessee (permittee) shall comply with all the rules and regulations of the Secretary of Agriculture governing the national forests, national grass lands, or other lands under his jurisdiction.

Section 8. *Local Agent.* The lessee (permittee) shall, unless otherwise authorized, prior to the beginning of operations appoint and maintain at all times during the term of this lease (permit), a local agent upon whom may be served written orders or notices respecting matters contained in this lease (permit), and to inform the Forest Service in writing of the name and address of such agent. If a substitute agent is appointed, the lessee (permittee) shall immediately inform the Forest Service.

Section 9. *Prior Uses and Claims; Other Uses.* This lease (permit) shall be subject to all privileges and uses heretofore duly authorized and all prior valid claims. It shall also be subject to any other lawful uses by the United States, its lessees, permittees, licensees, and assigns, provided that such uses shall not prevent, obstruct or unduly interfere with the lessee (permittee) in the exercise of any privileges granted hereby.

Section 10. *Inspection and Records.* The lessee (permittee) shall hold open at all times for inspection by a duly authorized representative of the Forest Service any books of account covering the operations conducted under this lease (permit) and the sale of materials obtained therefrom and keep such additional records and submit such additional reports as may be required by the Forest Service in the interest of the United States. He shall permit at all reasonable times inspection by any duly authorized representative of the Forest Service of the lease (permit) area and all improvements, works, machinery, equipment pertaining to operations and surveys or investigations under this lease (permit).

Section 11. *Performance by Other than Lessee (Permittee).* The acquisition or assumption by another party under an agreement with the lessee (permittee) of any right or obligation of the lessee (permittee) under this lease (permit) shall be ineffective as to the Forest Service unless and until the Forest Service shall have been notified of such agreement and shall have recognized and approved it in writing; and in no case shall such recognition or approval

(a) Operate to relieve the lessee (permittee) of the responsibilities or liabilities he has assumed hereunder; or

(b) Be given unless such other party
  (1) Is acceptable to the Forest Service as a lessee (permittee) and assumes in writing all of the obligations to the Forest Service under the terms of this lease (permit) as to the incomplete portion thereof, or

  (2) Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

Section 12. *Suspension.* All or any part of the operations under this lease (permit) may be suspended by the Forest Service, by notice in writing, if the provisions of this lease (permit) are disregarded.

Section 13. *Termination.*

(a) The Forest Service may, upon reconsideration of the conditions existing at the date of this lease (permit) and in accordance with which the terms of this lease (permit) were fixed, and with the consent of the lessee (permittee), terminate this lease (permit), but in the event of such termination the lessee (permittee) shall be liable for any damages sustained by the United States arising from the lessee's (permittee's) operations hereunder.

(b) If the lessee (permittee) breaches any of the provisions of this lease (permit), the Forest Service may serve written notice of such breach upon the lessee (permittee) and if such breach is not remedied within thirty (30) days after such notice, the Forest Service may terminate this lease (permit).

Section 14. *Removal of Improvements.* Upon abandonment, relinquishment, termination, or cancellation of this lease (permit), the lessee (permittee) shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this lease (permit). If the lessee (permittee) fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the lessee (permittee) of liability for the cost of their removal and restoration of the site.

Section 15. *Officials not to Benefit.* No Member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this lease (permit) or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.

Section 16. *Covenant Against Contingent Fees.* The lessee (permittee) warrants that no person or agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the permittee for the purpose of securing business. For breach or violation of this warranty, the Forest Service shall have the right to annul this lease (permit) without liability or, in its discretion, to require the lessee (permittee) to pay, in addition to the permit price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 17. *Nondiscrimination in Employment.*[1]

[To be attached.]

---

[1] Does not apply to transactions not exceeding $10,000.

U.S. GOVERNMENT PRINTING OFFICE 16—77080-1

UNITED STATES DEPARTMENT AGRICULTURE—FOREST SERVICE **SPECIAL USE APPLICATION**			NAME APPLICANT Klamath County DATE OF APPLICATION 2/26/64
REGION 6	STATE Oregon	FOREST Winema	RANGER DISTRICT Klamath

(Entries above this line will be filled in by the Forest Service)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land:

An existing cinder pit in the SE¼ NE¼ SE¼ Sec. 34, T 34S, R 6E, WM, Klamath County

2. Purpose of use:

Remove cinders to be placed on West Side Klamath Lake Highway

3. Acres of National Forest land to be used:

Two

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.):

Not applicable

5. Number of days that premises will be used each year:

180

6. Improvements: a. Description:

None

b. Approximate cost $ 30,000 ±	c. Construction will begin within eight months	d. Construction will be completed within 36 months
DATE OF APPLICATION Feb 26, 1964	SIGNATURE OF APPLICANT J. H. Curd - County Engr	ADDRESS Court House Klamath Falls - Oregon

REPORT ON APPLICATION

(To be completed by Forest Officer)

1. General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use. AREA IS ADJACENT TO QUICK CREEK ROAD AND SUITABLE FOR USE PROPOSED

2. Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name. LAND IS N.F. IS CURRENTLY BEING USED AS A CINDER PIT BY MODOC LUMBER COMPANY AS PART OF THE QUICK CREEK SALE

3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure. NONE

4. Recommendations, including any factors which might affect the granting of the permit or future use of the land.
RECOMMEND PERMIT BE ISSUED

5. List on the reverse side any additional conditions which should be made a part of the permit.
SEE ROUGH DRAFT

REPORT SUBMITTED →	DATE 3/2/64	SIGNATURE	TITLE Forester
REPORT APPROVED →	DATE 3/17/64	SIGNATURE D Abraham	TITLE Forester

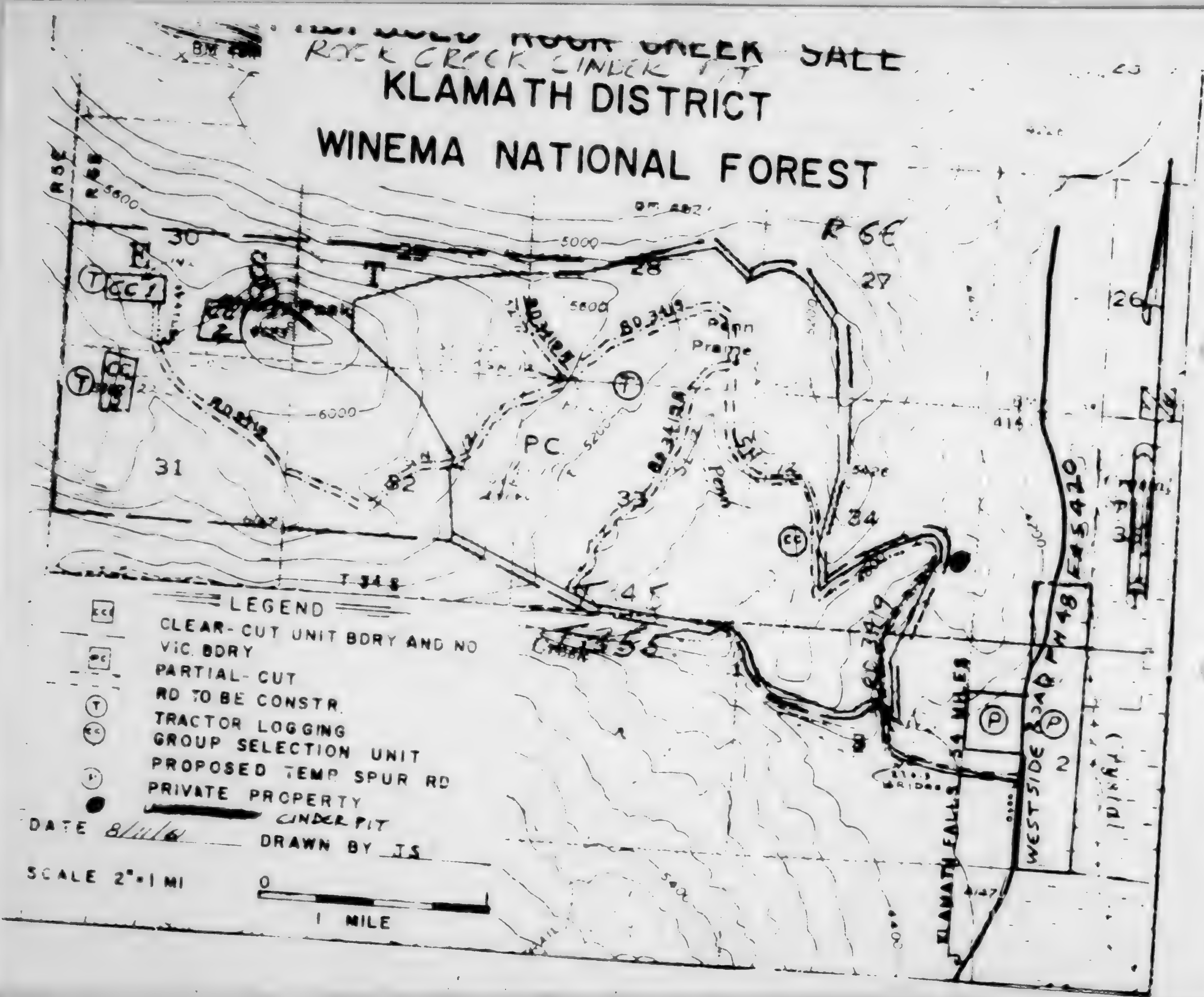
2700-3 (2/60)

(OVER)

ROCK CREEK SALE

ROCK CREEK CINDER PIT

KLAMATH DISTRICT
WINEMA NATIONAL FOREST



R 5 E
R 6 E
30
31
29
28
27
26
33
34
35
4
1
2
3
E
S
T
CC 1
CC 2
PC
82
5000
5200
5600
6000
RD 3419
RD 3419
RD 3419A
RD 3419B
Penn Prairie
Creek
T 34 S
BM
414
KLAMATH FALLS 54 MILES
WEST SIDE ROAD FH 48
FAS 420
Bridge

LEGEND

CCC	CLEAR-CUT UNIT BDRY AND NO
	VIC. BDRY
PC	PARTIAL-CUT
	RD TO BE CONSTR.
(T)	TRACTOR LOGGING
(GS)	GROUP SELECTION UNIT
	PROPOSED TEMP SPUR RD
(P)	PRIVATE PROPERTY
●	CINDER PIT

DATE 8/11/61 DRAWN BY JS

SCALE 2" = 1 MI

0 1 MILE

Klamath
Fas 420

Oregon State Highway Commission
State Highway Building
Salem, Oregon

DO[illegible]WELL

Attention: County and City Relations Division

Subject: Federal Aid Project No. S 520 (1)

Highway No. FAS 420

Project Name Rocky Point Section

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses.

~~*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.~~

Dated at Klamath Falls, Oregon, this 3rd day of April, 19 64.

Klamath County ~~Court~~
Board of Commissioners

L. P. Walker
Chairman ~~Judge~~

Frank [illegible]
Commissioner

E. K. Allish
Commissioner

*NOTE: Certify either paragraph 2 or 3.

NOTED
V. R. K[illegible]

NOTED
P. B. [illegible]

NOTED
R. M. ALLISON

MEMO TO FILES
2/27/64

NOTED
R. H. PRANGE

FAS 420, KLAMATH COUNTY
Rocky Point Section

NOTED
DON HARWELL

The cinder pit on Rock Creek will not be available to the contractor until September 20, 1964.

Due to a timber sale in this area it will be necessary for log trucks to haul through the job. The Forest Service recommends a maximum ten-minute delay period for passage of the log loads.

The county engineer asks that the job be postponed to ~~the June~~ 2 letting due to deep snow in the proposed construction area.

V. R. Jones

V. R. Jones, Planning Engineer
County and City Division

VRJ:mm

cc: Virgil O'Neil
F. D. Morgan

NOTED
V [illegible]

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
J. H. CREED
COUNTY ENGINEER
COURT HOUSE
KLAMATH FALLS, OREGON

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

February 26, 1964

NOTED
R. H. PRANGE

State Highway Department
Salem, Oregon

Attention: Mr. George Wills

File: Westside Road FAS 420
Rocky Point section

NOTED
V. R. JONES

Dear Mr. Wills:

The Forest Service has a log hauling contract going on the Westside Road which was made before the FAS project was set up.

The Forest Service requests a clause in the Special Provisions limiting log truck delays to ten (10) minutes.

Since we are to be operating on a Forest Service permit, it is advisable to go along with their request.

The same logging contractor is using the Rock Creek cinder pit, and is pulling it with cans. Since the road contractor will probably be using a shovel and trucks they shouldn't be working the pit the same time. The logging contractor is to be out of the pit by September 20, 1964, so a clause should be inserted requiring the road contractor not to haul cinders prior to September 20, 1964.

We have had an unusual amount of snow, and it's melting very slowly. The present indications are that there will be too much snow on the ground for a proper showing until at least the middle of April. With this in mind, I believe the bid opening should be postponed until about the middle of May.

Yours very truly,

J. H. Creed
County Engineer

JHC/ml
cc: Bud Twombley, District Ranger

RECEIVED
FEB 28 1964
ENGINEER
COUNTY & CITY DIVISION

CONSTRUCTION

MEMO TO J. W. NASH   Date: 2/14/64

FAS 420, KLAMATH COUNTY   **ROCKY POINT SECTION**

TERMINI: From a point 0.2 mile west of Rocky Point northerly 1.5 miles to a connection with the existing county FAS route.

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
R. E. [illegible]

NOTED
[illegible] WELL

PROPOSED WORK: Grading and base surfacing.

PROJECT LENGTH: 1.54 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$200,000	$120,000	$40,000	$40,000	(County)

EXISTING FACILITIES: 18' light gravel on 24' roadway. Winding mountainous road through timber land.

ADJACENT SECTIONS:

NORTH/[redacted] END: 18' gravel, 24' roadway. Will be shortly reconstructed under a Forest Highway project, which will be approximately 2.0 miles long, to standards similar to this project.

SOUTH/[redacted] END: Temporary connection to be built by Klamath County. It will have a 22' bituminous surface and 4' shoulders. This is the same standard as the county construction southerly to a connection with FAS 288.

PROJECT DATA: Grade and place cinder base 15" in depth and to a width to provide for a 2" leveling course and an asphaltic concrete wearing surface 24' wide with 4' shoulders. The wearing surface will be placed under a following surfacing project. Maximum curvature is 5° and maximum grade -2.0%.

RIGHT OF WAY: 132' minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: This is a Forest Highway route serving a large section of the Rogue River National Forest and an extensive recreational area. Heavy log hauling and recreational traffic.

NOTED
V. R JONES

VRJ:mm

Form ~~[illegible]~~—15M—8-63

Klamath
FAS 420

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
HARWELL

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project	S. Unit Rocky Point-Seven Mile Creek	Prefix No.	518-1457-910
Highway	FAS 420 West Side Highway	County	Klamath
Contractor		Contract No.	
		F. A. Project No.	
Submitted by	Reid Merrit	Date Reported	Jan. 27, 1964

NOTED
R. M. ALLISON

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material OSHD Pit at Intersection with Lake of The Woods Hwy.

		Sampled at	North Wall
To be used	Grid rolled base	Date received	Jan. 22, 1964
Sampled by	E. Parker	Quantity represented	25000 cy.

NOTED
R. H. PRANGE

TEST RESULTS

Laboratory No.	674220	Type of material	Cinders
Data Sheet No.	A99017	Screen opening	Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	5.4	5.4	
1½	0.8	6.2	
1	5.7	11.9	
¾	5.4	17.3	
½	9.2	26.5	
¼	18.0	44.5	
4	7.6	52.1	
10	13.9	66.0	
40	18.2	84.2	
80	7.9	92.1	
200	4.9	97.0	
Pass	3.0	3.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	54.5	
Specific gravity (Le Chatelier)	2.75	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	38	%
Manufactured fines		%
Fracture		%
Sand equivalent	92.3	
Oregon air degradation: Pass No. 20	28.39	%
Height	0.4	in.
Date Sampled	Jan. 13, 1964	

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

Suitability depends on special provision for job XXXXXXXXXXXXXX for which material is to be used.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
X Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
X Division Engineer Swift
X Resident Engineer W. R. Merritt
Dist. Maint. Supt.
Foreman
X Geology and Soils
X Files
X Parker
X V. G. O'Neil

NOTED
V. R. JONES

RECEIVED
JAN 29 1964
ENGINEER
COUNTY & CITY DIVISION

G. W.

Engineer of Materials

Prefix No. 518-1457

7-13-63

LOCATION PROSPECTUS
SOUTH UNIT, SEVEN MILE CREEK-ROCKY POINT SECTION
FAS 420, WESTSIDE HIGHWAY
KLAMATH COUNTY

NOTED
H. S. COX

NOTED
DON HARWELL

HIGHWAY: Westside County Road, Federal-aid Secondary, FAS 420.

TERMINI: The northerly terminus is at Station 658+00, which point is approximately 1.4 miles north of Rocky Point. The southerly terminus is at Station 733+00 which point is adjacent to Rocky Point Resort.

NOTED
R. H. PRANGE

LENGTH: 1.4 Miles.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and base on revised alignment. There will be no change in route; however, deviations will be made in grade and curvature. Routine soils investigations will be conducted. Reconnaissance is not necessary. An economic analysis is not needed. This is a FAS-C project and is included in the Klamath County budget for 1965 funds.

NOTED
R. M. ALLISON

CHARACTERISTICS: Existing ADT, 100; proposed ADT, 150. Rise and fall and central angle data for existing facility is not available.

STANDARDS: Class "E", maximum curvature 18 degrees, maximum grade 6 per cent.

TYPICAL SECTION 24-foot travel way with 4-foot shoulders.

STRUCTURES: No bridges on this section.

ACCESS: County road, unrestricted as to use, County control.

BASE DESIGN:

Wearing Surface	1-1/4"	0-11
Top course Base	4 "	Level
Bottom Course Base	15 "	Coarse Base
Total Depth	20-1/4"	

(Base design is subject to change upon completion of soils investigations.) Paving will not be done until several miles of grading have been completed.

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SEP 16 1963
ENGINEER
COUNTY & CITY DIVISION

MATERIAL SOURCE: Cinders, owned by U.S. Forest Service, location, Section 10, T 36 S, R 6E, W.M.

ADDITIONAL FACILITIES: No railroads.

AGREEMENTS: FAS project in Klamath County (FAS 420) approved by Commission August 29, 1963. Routine utility adjustments.

STATE PARKS OR ROADSIDE REST AREAS: None

September 13, 1963
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
Dean Swift (3)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Phil Preston (2)
Research Division
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

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SEP 16 1963
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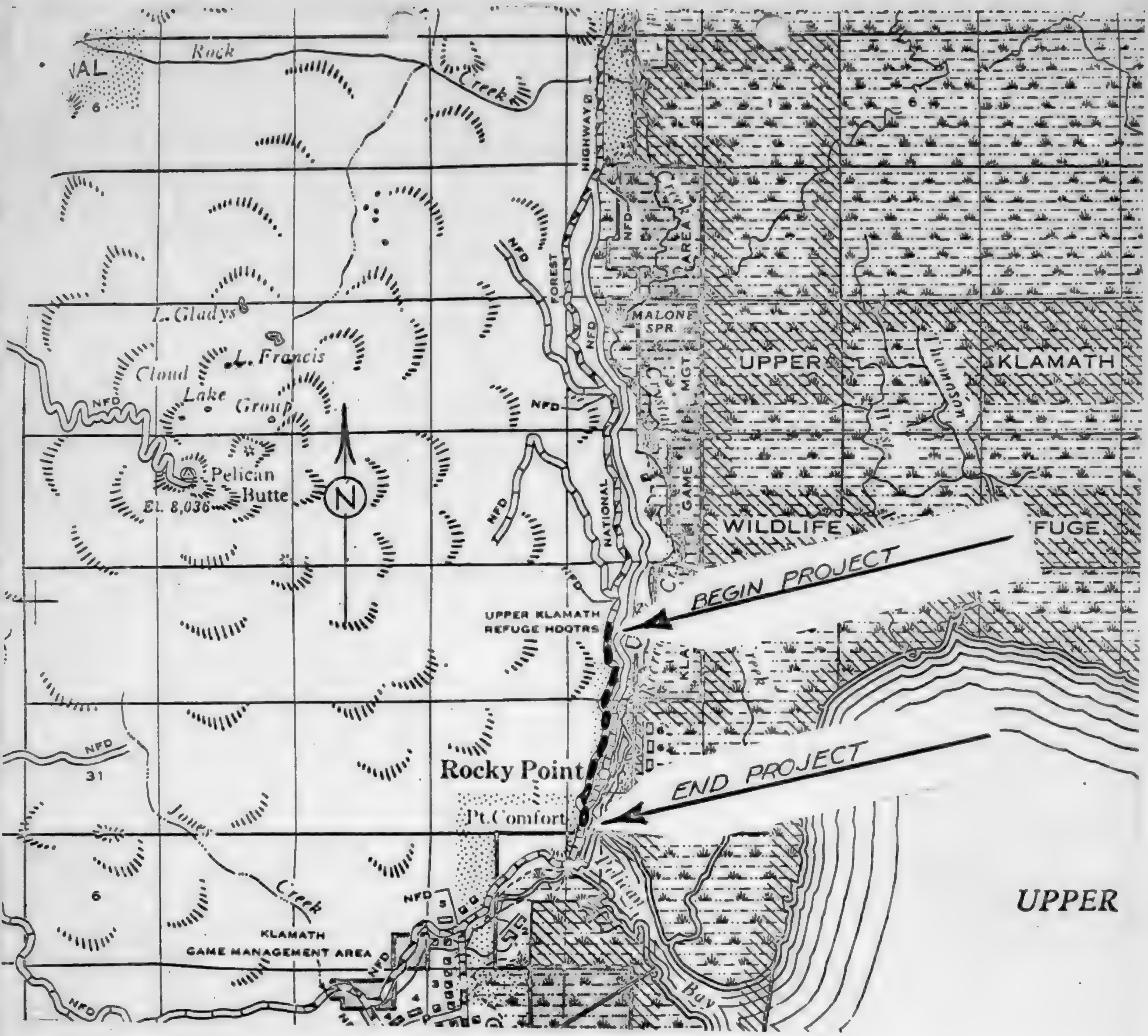
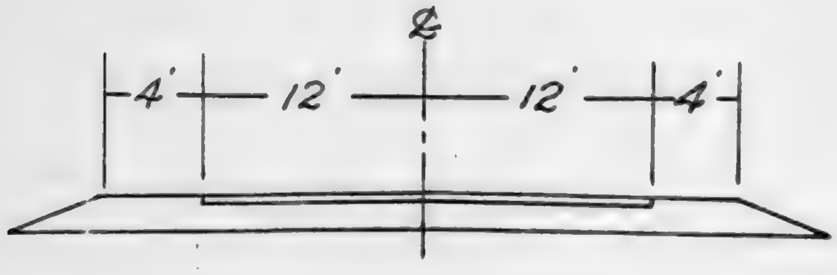
COUNTY & CITY DIVISION


VAL
Rock Creek
6
HIGHWAY
FOREST
NATIONAL
NFD
L. Gladys
L. Francis
Cloud Lake Group
Pelican Butte
El. 8,036
N
MALONE SPR.
GAME MGT. AREA
UPPER KLAMATH
WILDLIFE REFUGE
BEGIN PROJECT
UPPER KLAMATH REFUGE HDQTRS
Rocky Point
END PROJECT
Pt. Comfort
31
Jones Creek
KLAMATH GAME MANAGEMENT AREA
Pelican Bay
UPPER



TYPICAL SECTION

PROSPECTUS MAP

S. Unit, SEVEN MILE CR.-ROCKY POINT
FAS 420 WESTSIDE RD.

KLAMATH COUNTY

Scale 1" = 1 Mi. 1963

FORM E-123X 80M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
H. S. COX

NOTED
V. R. JONES

August 27, 1963

NOTED
DON HARWELL

Oregon State Highway Commission

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

Gentlemen:

A request by Klamath County for an FAS project on the Sevenmile Creek-Rocky Point Section of West Side Highway (FAS Route 420) was received too late to include with other FAS projects being brought before the Highway Commission August 29; therefore, it will be presented on that date as a separate item.

The project is for grading and base surfacing 1.4 miles of roadway, is estimated to cost $200,000, and is eligible for construction with FAS funds.

Your approval is recommended.

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wife
H. S. Cox ✓
C. H. Maison

RECEIVED
AUG 27 1963
ENGINEER
COUNTY & CITY DIVISION

NOTED
V. R. JONES

Salem, Oregon
August 23, 1963

Mr. L. P. Shaw
OFFICE

Proposed County FAS Project
FAS 420, Klamath County

Attached are eleven copies of a tabulation, with map attachment, describing a proposed FAS project in Klamath County. This project is in addition to the other projects which were sent to you on August 22 for presentation to the Highway Commission. The county's request for this project was received at too late a date to include in the regular submission; however, this project had been previously investigated and is eligible for construction with FAS funds. If this project is approved there will be a total of $3,602,000 of FAS funds remaining.

Verne R. Jones
County and City Planning Engineer

VRJ:mm
Att: Tab. 63-f Addendum

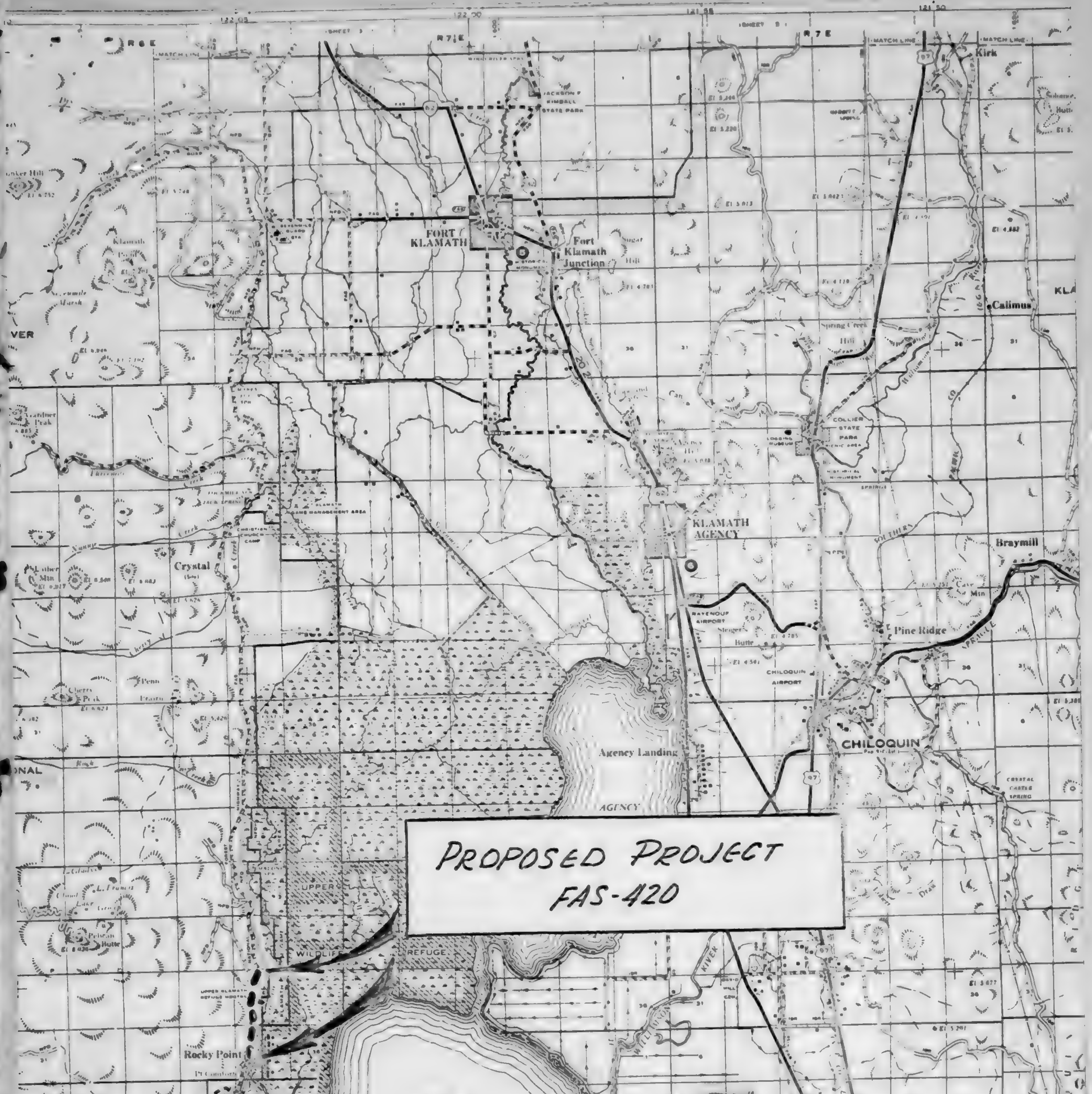
KLAMATH COUNTY
PROPOSED PROJECT (1965 Funds)

FAS 420, West Side Highway: South Unit, Seven Mile Creek-Rocky Point Section, grading and base surfacing, 1.4 miles, $200,000.

The proposed project requires the clearing, grading, and placing of selected cinders or pit run gravel on a section beginning at the end of the county's construction near Rocky Point and extending northerly for 1.4 miles. The county presently plans to continue construction on this highway as funds become available and the final surface will be 24' of asphaltic concrete with 4' shoulders. Paving will not be done until several miles of grading have been completed. The Bureau of Public Roads has made the location survey and this project will be designed from data provided by the Bureau.

Hwy Comm
Approved 8-29-63

Tab 63-f Addendum
8/23/63



PROPOSED PROJECT
FAS-420

R 6 E
R 7 E
R 7 E
MATCH LINE
Jackson F. Kimball State Park
FORT KLAMATH
Fort Klamath Junction
Sugar Hill
Kirk
Calimus
Spring Creek Hill
Collier State Park
Logging Museum
KLAMATH AGENCY
Braymill
Crystal
Pine Ridge
Chiloquin Airport
CHILOQUIN
Agency Landing
AGENCY
UPPER
WILDLIFE
REFUGE
Pelican Butte
Rocky Point
UPPER
KLAMATH
MODOC POINT
Odessa
Eagle Point
Williamson River
Klamath Game Management Area

GENERAL HIGHWAY MAP
KLAMATH COUNTY
OREGON

RECEIVED
AUG 23 1963
ENGINEER
COUNTY & CITY DIVISION

COUNTY ROAD FAS PROJECT DATA

8-22-63

1. Name of County ____Klamath____ FAS No. ____420____

2. County Road Name ____Westside Road____

3. Section Name South 2.5 miles of Rocky Point' 7 Mile Section of Westside Road Length ____-____

4. Type of Project ____Grading, Drainage, Base____

5. Survey to be done by: State ____XX____ County ________
(NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes __X__ No ____

Will it be furnished? Yes ____ No __X__

7. Wearing Surface: Type Untreated Base Width __32'__ Shoulders __0__

8. Grading & Drainage:

By County ____ County Date of Completion ________ By Contract __X__

9. Bottom Base Course:

By County ____ County Date of Completion ________ By Contract __X__

10. Leveling Course:

By County ____ County Date of Completion ________ By Contract ____

11. Wearing Surface:

By County ____ County Date of Completion ________ By Contract ____

12. Clearing:

By County ____ County Date of Completion ________ By Contract __X__

13. Is there any merchantable timber on right-of-way? Yes __X__ No ____

14. Will timber be reserved for owner? Yes __X__ No ____

15. Will timber become property of contractor? Yes ____ No __X__

Remarks The length of the project will be determined by how far $200,000.00 will go.

MATERIAL SOURCE -

16. Gravel ________ Quarry ________ Cinders __XXX__

17. Owner: County ________ State __USFS__ Private ________

18. Location: ____________ Section __10__ Township __36S__ Range __6E.__ W.M.

cck 61-8

19. Materials furnished by County: Borrow____ Select Topping____

Base Course____ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: ____________________

Remarks: Merchantable timber to be decked to USFS requirements.

FINANCIAL- -

21. Estimated Cost: $ 180,000.00

22. Available FAS Funds: $ 160,000.00

23. Date Match Money is Available: Immediately

24. Will there be any 100% County Money? Yes____ No X

25. Maximum Amount of 100% County Money Available: $____

26. Date County Requests Letting: As soon as possible.

Remarks____________________

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes X No____

28. Will right-of-way be acquired by: Resolution X or Deed____

29. Should State prepare options? Yes X No____

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes X No____

31. Should material source site be included in right-of-way descriptions? Yes X No____

32. Does project run inside city? Yes____ No X
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes____ No X
(NOTE: County must move all utilities located on present right-of-way.)

Remarks____________________

CCR 61-8

RAILROADS-

NONE

34. Location: ____________________

35. Name of Railroad: ____________________

36. Number of tracks: ________

37. Sight distance: ________(Left) ________(Right)

38. Number of trains____________

39. Angle of intersection____________

40. Type of crossing: Grade____ Overcrossing____ Undercrossing____

41. Number of signs: Advance Warning____ Crossbucks____ Stop____

Automatic Flashing____ Automatic Bell____ Gates____

Remarks____________________

STRUCTURES-

42. Are there any structures to be replaced or altered? Yes____ No X

43. Will replacement by by: County________ Contract________
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes____ No____

45. Will County adjust structure to additional width? Yes____ No____

46. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks____________________

47. Is project contingent upon other factors? Yes____ No X

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain:____________________

ccR 61-8

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: ____________________

50. (c) Surveys (Coordination with outside surveys)

Explain: ____________________

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes X No___

52. Does County wish sight posts installed? Yes X No___

53. Does County wish guard rail installed? Yes X No___

54. Does County wish seeding and mulching incorporated into job?

Yes___ No X

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Klamath County

August 22, 1963 Date

By Frank L Ganong
Judge or Commission Chairman

By
J. H. Creed County Engineer

O.S.H.D. Field Engineer

Date____________________

CCR 4-8

KLAMATH COUNTY COURT
COURT HOUSE
KLAMATH FALLS, OREGON
August 21, 1963

NOTED
H. S. COX

REFERRED TO
Shaw
DEPUTY STATE HIGHWAY ENGINEER

Acknowledge and handle

FAS 420

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

NOTED
JONES

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Klamath County has budgeted $40,000 matching money and authorized the expenditure of $160,000 FAS funds to do the grading, drainage and base of 1.4 miles of the Westside Road, from a point 2.5 miles north of the Lake of the Woods Highway to a point 3.9 miles north of the highway.

This will connect with the portion recently constructed by the County. The State Highway Department will work up the project from the data furnished by the U.S.B.P.R.

Porter

We hope that Forest Highway funds may become available to complete more of this route as this is our top priority project.

Sincerely yours,

Klamath County Court

R R Walker
R. R. Walker
County Judge

Frank F Ganong
Frank F. Ganong
County Commissioner

E.K. Allison
E. K. Allison
County Commissioner

(Copy to Mr. Cooper)

KCC:vr

OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. M. ALLISON

KLAMATH COUNTY COURT
COURT HOUSE
KLAMATH FALLS, OREGON
August 21, 1963

NOTED
H. S. COX

REFERRED TO
Shaw
DEPUTY STATE HIGHWAY ENGINEER

Acknowledge and handle

FAS 420

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

NOTED
JONES

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Porter

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Sincerely yours,

Klamath County Court

R R Walker
R. R. Walker
County Judge

(Copy to Mr. Cooper)

Frank F. Ganong
Frank F. Ganong
County Commissioner

E. K. Allison
E. K. Allison
County Commissioner

KCC:vr

OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. M. ALLISON

NOTED
JOHN D. GRAHAM

NOTED
H. S. COX

FAS 480

222 S. W. Morrison Street
Portland 4, Oregon

August 20, 1963

Mr. Forrest Cooper, Highway Engineer
Oregon State Highway Department
Salem, Oregon   Attention: Mr. George Wills,
Asst. Chief Locating Engineer

08-72.82   N. B. Wood, Federal Highway Projects Engineer
Portland, Oregon   By: G. B. Forrest, Chief Survey and Design Branch

Oregon F. H. Project 48-0(2), Klamath Lake-West Side Highway

As per your discussion with Mr. R. A. Frame in Klamath Falls, Oregon we are mailing to you, under separate cover from Vancouver, Washington, all survey and design notes pertaining to the above project.

During your meeting in Klamath Falls you requested that a tracing be made to combine information shown on three separate maps for use in presenting alternate routes surveyed in the vicinity of Station 708 to Station 770. This tracing is included with the other records. We were unable to find any recorded notes for the traverse or levels along the County road left of Station 650 to Station 695 that would assist in determining the possibility of a grade change in this area.

If additional information is needed we will be glad to assist you in any way possible.

NOTED

NOTED
R. H. PRANGE

NOTED
R. L. PORTER

AUG 21 1963
OFFICE OF
HIGHWAY ENGINEER

NOTED
R. M. ALLISON

Orig to Geo. Wills
8-22-63

NOTED
H. S. COX

NOTED
JOHN D. GRAHAM

Salem, Oregon
August 6, 1963

FAS 420, Klamath County

NOTED
V. R. JONES

Mr. F. W. Yarbrough
Soils Engineer

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Attached is a copy of a map showing the location of an anticipated FAS project in Klamath County. It is expected that the county will request a project to include grading and a grid rolled cinder base on a section of from two to three miles in length. This section would extend northerly from the north end of the county's reconstructed section near Rocky Point and would follow a Bureau of Public Roads' survey which is mainly on new alignment. The base design should include provision for an average annual log haul of 20 million board feet. The county plans to continue reconstruction of this route in the future, northerly to the vicinity of Seven Mile Creek as funds become available. Soils studies at the present time might be made over possibly a six mile section or as far as you may think advisable.

There are two known possible sources for the cinder base material, one of which is near the Pelican Guard Station on the Lake of the Woods Highway and the other is on Forest lands about 2.5 miles westerly of the route near Rock Creek. A more definite location of this source may be obtained from Mr. Alex Smith's office at the Winema Forest Headquarters in Klamath Falls. It is assumed that future leveling course and aggregate requirements would come from a county gravel pit which is located adjacent to the route near Three Mile Creek.

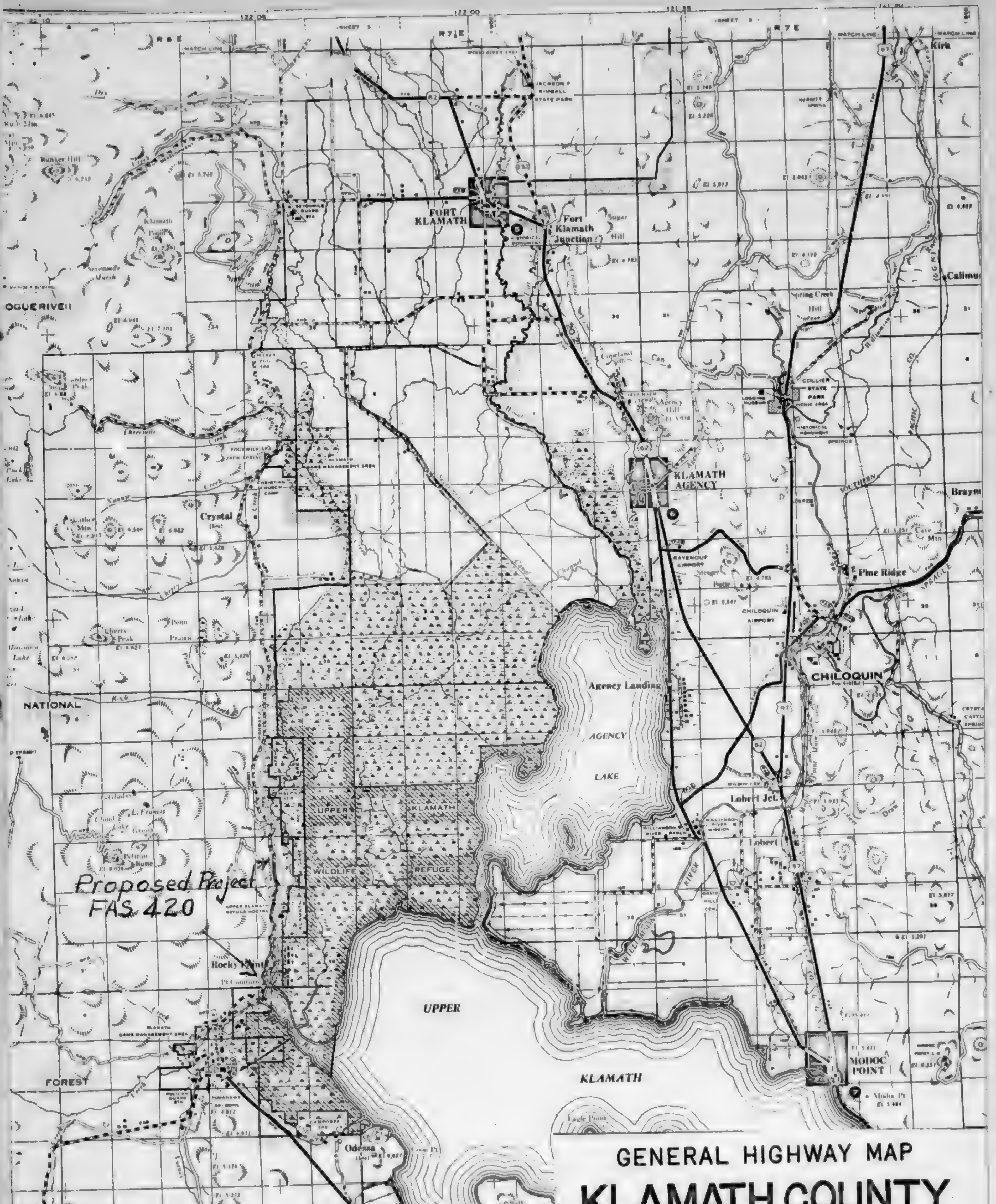
Verne R. Jones
County & City Planning Engineer

VRJ:mm
Att.

cc: G. A. Decker
Dean Swift
George Wills

NOTED
R. M. ALLISON

NOTED
V. R. JONES



FORT KLAMATH
Fort Klamath Junction
Sugar Hill
JACKSON F. KIMBALL STATE PARK
Bunker Hill
Kirk
Spring Creek Hill
Calimus
COLLIER STATE PARK
KLAMATH AGENCY
Agency Hill
Crystal
Cherry Peak
NATIONAL
FOREST
OGUE RIVER
Pine Ridge
Braym
Cave Mtn
CHILOQUIN
CHILOQUIN AIRPORT
Agency Landing
AGENCY
LAKE
UPPER KLAMATH WILDLIFE REFUGE
Lobert Jct.
Lobert
WILLIAMSON RIVER
Rocky Point
UPPER
KLAMATH
Odessa
Eagle Point
MODOC POINT
Pelican Butte
SOUTHERN PACIFIC
SPRAGUE
97
62

Proposed Project
FAS 420

GENERAL HIGHWAY MAP
KLAMATH COUNTY
OREGON

NOTED
H. S. COX

NOTED
Harold C. Ayers

NOTED
H. S. COX

July 18, 1962

NOTED
DON HARWELL

Klamath County Court
Courthouse
Klamath Falls, Oregon

NOTED
R. H. PRANGE

NOTED
R. JONES

Gentlemen:

As a result of your letter of June 27 and also of our meeting on July 11, I would like to suggest that you keep us informed as to when the Bureau of Public Roads' survey data and estimates will become available in order that an FAS-C project may be programmed on the West Side Road, FAS 420.

An additional $109,000 of total unprogrammed FAS funds will become available this fall, possibly in September, making a grand total of $254,000 of unprogrammed FAS funds. Klamath County match money for this amount would be approximately $51,000. Klamath County could, if they desired, contribute 100% county money, thus increasing the size of the project.

I wish to advise that I have passed on your request for earnest consideration for a Forest Highway project on this route to Mr. G. S. Paxson, Deputy State Highway Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HSC:mm

cc: Mr. John H. Creed, County Engineer

KLAMATH COUNTY COURT
Court House
KLAMATH FALLS, OREGON

June 27, 1962

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Dear Mr. Cooper:

We are hereby requesting that the State Highway Commission intercede, on behalf of Klamath County, with the Bureau of Public Roads and the Forest Service, to effect the allocation of design and construction funds on that certain county road lying west of Klamath Lake, and northerly from the Rocky Point junction, some 18 miles more or less. It is our desire to have this "West Side Road" completed as a paved county road as soon as reasonably possible.

To substantiate our request, we cite the following:

1. At one time the road was considered of enough importance to have been classified as a State Secondary Highway.
2. The road is now a part of the Federal Aid Secondary System. FAS 420
3. The road is now a part of the Forest Highway System.
4. The road leads into an area of heavy timber, and as such
   (a) will serve as access for the hauling of the log harvest.
   (b) will provide better access for fire protection.
   (c) will serve the grazing concept of multi-use forests.

KLAMATH COUNTY COURT
Court House
KLAMATH FALLS, OREGON

June 27, 1962

Page 2--

(d) will provide recreation interests with better access to the forest lands.

(e) will, in a sense, provide alternate route to US 97.

Our request is that the highway be constructed from the end of the county pavement on the south to the end of the county pavement on the northeast, of a quality suitable for the use to which the road will be used, and on an approved relocated line.

Klamath County hopes to have the road constructed in either two projects or in three projects, pending the completion of the design and estimated cost. To this extent, Klamath County has available some $200,000. composed of County FAS funds and budgeted County Road Fund, available as of July 1, 1962. These funds will be available to the Bureau of Public Roads as County participation in a construction project through an agreement acceptable to this Court. It is our proposal that this $200,000. of County participation represent not greater than one-third of the initial project cost.

It is the further intent of the County, within available funds, to be able to offer participation in such future projects on this segment of road, in approximately the amount noted above, continuously, until such time as the road is completed.

We shall be happy to receive your reply.

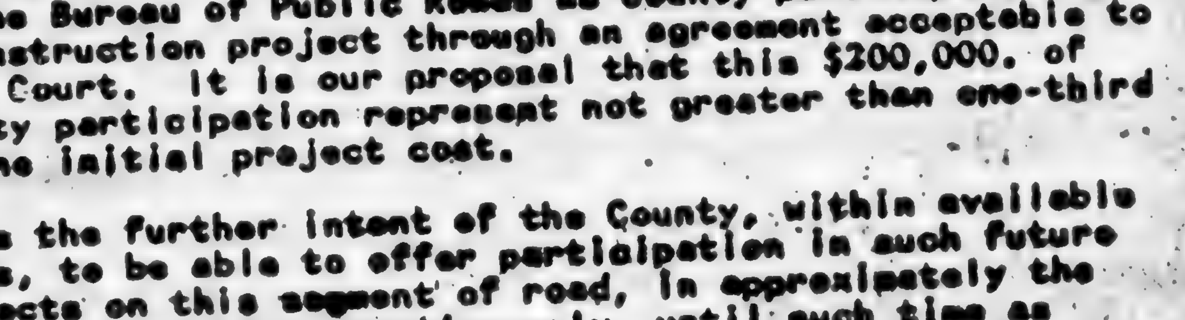
Very truly yours,

KLAMATH COUNTY COURT

R. R. Walker, County Judge

E. K. Allison, Commission

Frank F. Genong, Commissioner



NOTED
V R JONES

Room 740 Morgan Building
720 S.W. Washington St.
Portland 5, Oregon

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

NOTED
H. S. COX

January 12, 1962

08-71.8

Judge R. R. Walker
Klamath County Court
Court House
Klamath Falls, Oregon

NOTED
R. H. PRANGE

Dear Judge Walker: Ref. Oregon FH Route 48, Klamath Lake - West Side

Receipt is acknowledged of your letter of January 10, 1962, advising of Klamath County plans for improvement of the West Side Road - Upper Klamath Lake.

As you note in your letter, this route is on the Oregon Forest Highway System as Route 48, extending from Seven Mile Creek to a junction with the Lake of the Woods Highway (Oregon Forest Highway Route 53) near Rocky Point. It is therefore desirable that any improvement of the route be to standards established for Class 2 Forest Highways in Oregon.

The Bureau will be pleased to assist the County in every proper way on this matter. In this effort we shall initiate a field survey and prepare design plans for use by the County in proposed improvements.

It is desirable that a joint field inspection of the route be made prior to start of survey work. Will you therefore please advise us of a proposed date for this inspection, giving us about one week advance notice. Perhaps a meeting place of your choice in Fort Klamath would be the most convenient. It is anticipated that Messrs. Lednicky and Walter will represent this office on the field inspection.

Very truly yours,

N. B. Wood
Federal Highway Projects Engineer

NBW:ljl
cc: Polk (2) with enclosure
Forrest, with enclosure

File: Forest Highways
Klamath Co.

State

KLAMATH COUNTY COURT
Court House
KLAMATH FALLS, OREGON

January 10, 1962

Mr. Norman Wood
United States Bureau of Public Roads
740 Morgan Building
Portland 5, Oregon

Dear Mr. Wood:

This letter is subsequent to a telephone conversation between you and Mr. J. R. Kalinoski, Klamath County Engineer. The subject of this letter refers to the West Side Road on Upper Klamath Lake, which is a forest highway between the Seven Mile Road near Fort Klamath and the Lake of the Woods Highway near Rocky Point in Klamath County.

This road carries an extremely high priority for improvement in Klamath County. If possible, the Klamath County Court would like to have the Bureau of Public Roads do a route survey and design the road as soon as possible so that the ultimate construction of the road will be compatible with work being done by Klamath County in this area at this time, and so that Klamath County may determine if it would be in the best interests of the County to perform some work on the road in accordance with the ultimate design. It may be possible that this County may desire to use its own forces, equipment, and the County's General Fund to perform work on this road. If such would be the case, then Klamath County would desire to have this construction coincide with the design of the ultimate route.

We would appreciate your favorable consideration to this matter, and would be most happy to confer with you if you deem it necessary.

Very truly yours,

KLAMATH COUNTY COURT

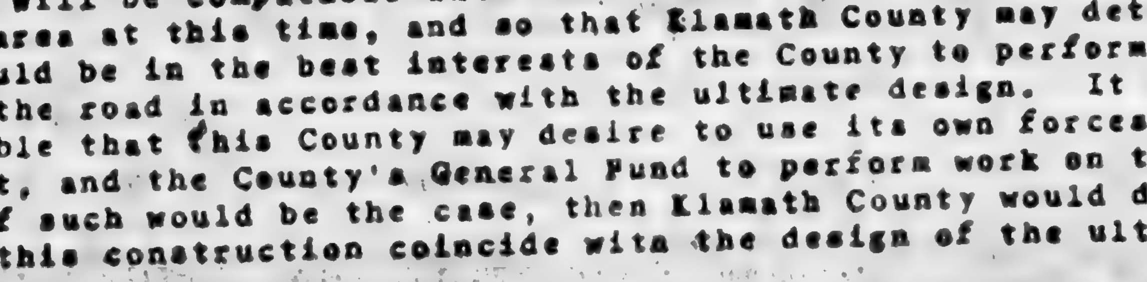
County Judge

County Commissioner

County Commissioner

RECEIVED
JAN 25
OREGON DIVISION

KCC:mll



305-1707 Clatskanie (Nehalem St.) Sec., 1964
City St. (Grad. & Pav.)
#6450

Sp. State Street Tax Fund
II 132

1964

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

[illegible]HIGHWAY DEPARTMENT INVOICE

NO. 84126

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-23-[illegible]5	[illegible] 20		[illegible]-17[illegible]-[illegible]

RECEIVED
MAR 24 1965
ENGINEER
COUNTY & CITY DIVISION

City of Clatskanie
City Hall
Clatskanie, Oregon
Att: [illegible], City Engineer

MAKE CHECKS PAYABLE TO THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Special City Allotment Project on [illegible] Street, City of Clatskanie, Contract #[illegible]. Covered by agreement dated January 3[illegible], 19[illegible] (signed by secretary [illegible]).			
Advance in cash			[illegible].00
As per attached statement:			
Applies to cost of curbs only.			
Final Cost		[illegible]7.20	
Agreed State Share		[illegible]	
Agreed City Share			[illegible]7.20
To be refunded			[illegible]2.[illegible]0

[illegible]KNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By

RECEIVED
DEC 9 - 1964
FOR FILING

6450

December 8, 1964

United Pacific Insurance Co.
Fidelity & Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

On October 23, 1964 we wrote you concerning release of final payment on contract #6450, awarded to St. Helens Paving Co., for grading and paving Nehalem Street in the city of Clatskanie in Columbia County.

Final payment on this contract is $643.44 and the total contract amount is $9,674.04. No work was performed under force account.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - St. Helens Paving Co.
255 South 5th Street
St. Helens, Oregon

cc - C.H. Maison
Attn: John Herr

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6450 Prefix 305-1707 Survey Prefix 305-1488

Street Nehalem Street

City Clatskanie

Payments to Contractor	$9,674.04
Engineering and Contingencies..........................	865.11
Survey...	563.98
TOTAL.............	$11,103.13
Agreed State Share	10,395.93
* Agreed City Share	$ 707.20
City Advance Deposit	$ 800.00
REFUND DUE CITY	$ 92.80

* Cost of curbs

Reference: Outside Billing cc 920

RU:mm

RECEIVED
OCT 23 1964
FOR FILING
6451

October 21, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 7 on Contract No. 6450. The contract was with St. Helens Paving Company and was for grading and paving on the Clatskanie (Nehalem St.) City Street Section in Columbia County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 21, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

Clatskanie

CITY OF CLATSKANIE, OREGON

CLATSKANIE, OREGON

Nehalem Street
Contract No 6450

September 14, 1964

NOTED
P. B. Arensmeier

RECEIVED
SEP 18 1964
ENGINEER
COUNTY & CITY DIVISION

~~Keats Oliver~~
~~Resident Engineer~~
~~Oregon State Highway Dept.~~
~~Clatskanie, Oregon~~

Dear Sir:

This is to inform you that the street improvement project on Nehalem Street between Highway 30 and 9th Street, which work was performed by the St. Helens Paving Company, has been accomplished in a manner satisfactory to the City of Clatskanie.

NOTED
R. M. ALLISON

Very truly yours,

NOTED
R. H. PRANGE

J. D. Puzey

J. D. Puzey
Mayor

NOTED
[illegible]

RECEIVED
SEP 1[illegible]
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

R.D. Asbury

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER

WEEK ENDING: August 14, 1964

SECTION Clatskanie (Nehalem St.)
XXXXXXXXXXXXXXXXXXXX

SECTION PREFIX 305-1707

HIGHWAY City Street

COUNTY Columbia

NAME OF JOB Clatskanie (Nehalem Street)

KIND OF WORK Grading and Paving

CONTRACTOR St. Helens Paving Co.

CONTRACT NUMBER 6450

FEDERAL AID PROJECT NUMBER State

DATE OF CONTRACT June 26, 1964

DATE WORK STARTED July 20, 1964

ESTIMATED COMPLETION DATE complete

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

SPECIFIED W~~XXXXXX~~ completion August 15, 1964

WORK DAYS USED

PERCENT OF TIME ELAPSED

PROJECT AUTHORIZATION: $ 12,458.25

ENGINEERING AUTHORIZATION $ 885.92

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100

EXCLUSIVE OF ENGINEERING: $ 11,572.33

ENGINEERING COST TO DATE $ 600.00

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 10,533.12

PERCENT OF AUTHORIZATION 68 %

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN - 8.3 %

DATE PROJECT WAS COMPLETED: August 7, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE	MAT'L. PROD.	
100	100	100	Curbs 100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.07	0.07			0.07
MILES PARTIALLY COMPLETED	~~[illegible]~~				
MILES COMPLETED	0.07	0.07			0.07
TOTAL ESTIMATED QUANTITIES (CONTRACT)	950 CY	1,000 CY			330 Ton
TOTAL QUANTITIES CORRECTED TO DATE	950	968			293.23
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	950	968			293.23
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Fair		
TUESDAY	Partly Cloudy		NOTED
WEDNESDAY	Partly Cloudy		JOHN R. OAKES
THURSDAY	Fair		#1 P
FRIDAY	Fair		
SATURDAY			

CB

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No Work
MONDAY	"
TUESDAY	"
WEDNESDAY	"
THURSDAY	"
FRIDAY	"
SATURDAY	"

REMARKS

Work on the Semi-final has beeh started--' anticipate having this complete by August 25, 1964.

Keats Oliver, Resident Engineer

By Howard Daggett

SIGNED Howard Daggett, Draftsman

ADDRESS P.O. Box 626 Clatskanie, Oregon 97016

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

CITY OF CLATSKANIE, OREGON

CLATSKANIE, OREGON

NOT
H. S. CO

July 8, 1964

NOT

NOTED
R. M. ALLIS

County and City Engineer
State Highway Department
State of Oregon
Salem, Oregon

Attn: R. M. Allison

P. D.

Gentlemen:

In compliance with your letter of June 26, 1964, and the agreement between City and State, forwarded herewith is our check #2094 in the amount of $800.00.

Very truly yours,

R. J. Pascoe

R. J. Pascoe
Recorder

Check 2094 for $800
placed in safe PM 7-9

NOTED
R. H. PRA

NOTED
ONES

RECEIVED
JUL - 9 1964
OREGON
STATE HIGHWAY COMMISSION

R.M.A.
Check sent to acct. div. by Guery's office. Copy of this letter and your letter to city of 6-26-64 given to John Herr Apparently no further action needed since contract has already been let

RECEIVED
JUN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

6450

June 29, 1964

St. Helens Paving Co.,
255 South 5th Street
St. Helens
Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6450 for the following project:

Grading-paving Nehalem Street in Clatskanie, Columbia County.

This award was based on your low bid of $10,774.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

June 26, 1964

Mr. R. J. Pascoe
City Recorder
City Hall
Clatskanie, Oregon

NOTED
R. M. ALLISON

Dear Mr. Pascoe:

On June 24, the State Highway Commission opened bids on the Special City Allotment project on Nehalem Street. The low bid was submitted by St. Helens Paving Company of St. Helens, and the anticipated cost based on the bid is as follows:

Contractor's Bid	$10,774.00
Flagging	300.00
Engineering & Contingencies, 12-1/2%	1,347.00
Survey	500.00
Anticipated Total Cost...............	$12,921.00
(Contractor's Bid for Curbs..........	$ 800.00)

As per agreement between City and State, City is to pay for curbing. As the contract cannot be awarded until the City has deposited its share of the cost, will you at your very earliest convenience please forward a check to this office in the amount of $800 made payable to the Oregon State Highway Commission.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. M. Allison
Field Engineer

RMA:mm

RECEIVED
JUN 11 1964
FOR FILING

3015-F1707

64-[illegible]

Sp. Ct. [illegible] Fund
32

June 11, 1964

R.J. Pascoe
City Recorder
City of Clatskanie
City Hall
Clatskanie, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Clatskanie a fully executed copy of an agreement between the State Highway Commission and the City of Clatskanie covering the Special City Allotment project on Nehalem Street in Clatskanie.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
MAR 27 1964
FOR FILING

3-24-64

35-1707

6450

Prefix No. 305-1488

LOCATION PROSPECTUS
NEHALEM STREET SECTION
CITY OF CLATSKANIE
COLUMBIA COUNTY

NOTED
R. L PORTER

STREET: Nehalem, city of Clatskanie. Not on State or Federal-aid System.

TERMINI: The northerly terminus is at the intersection of Nehalem Street and the Columbia River Highway. The southerly terminus is at the intersection of Nehalem Street and 9th Street.

LENGTH: Approximately 350 feet.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for the reconstruction of an existing city street. The project is to be constructed with 1964 Special City Allotment Funds.

TYPICAL SECTION: 42 feet between curbs. Existing sidewalks prohibit a wider section.

BASE DESIGN: The approved base design for construction is:

Paving	3-1/2"	A.C.
Top Course Base	2 "	Leveling
Bottom Course Base	12 "	Coarse Base
Total Depth	17 "	

MATERIAL SOURCES: Materials available from commercial sources in Rainier and/or Longview.

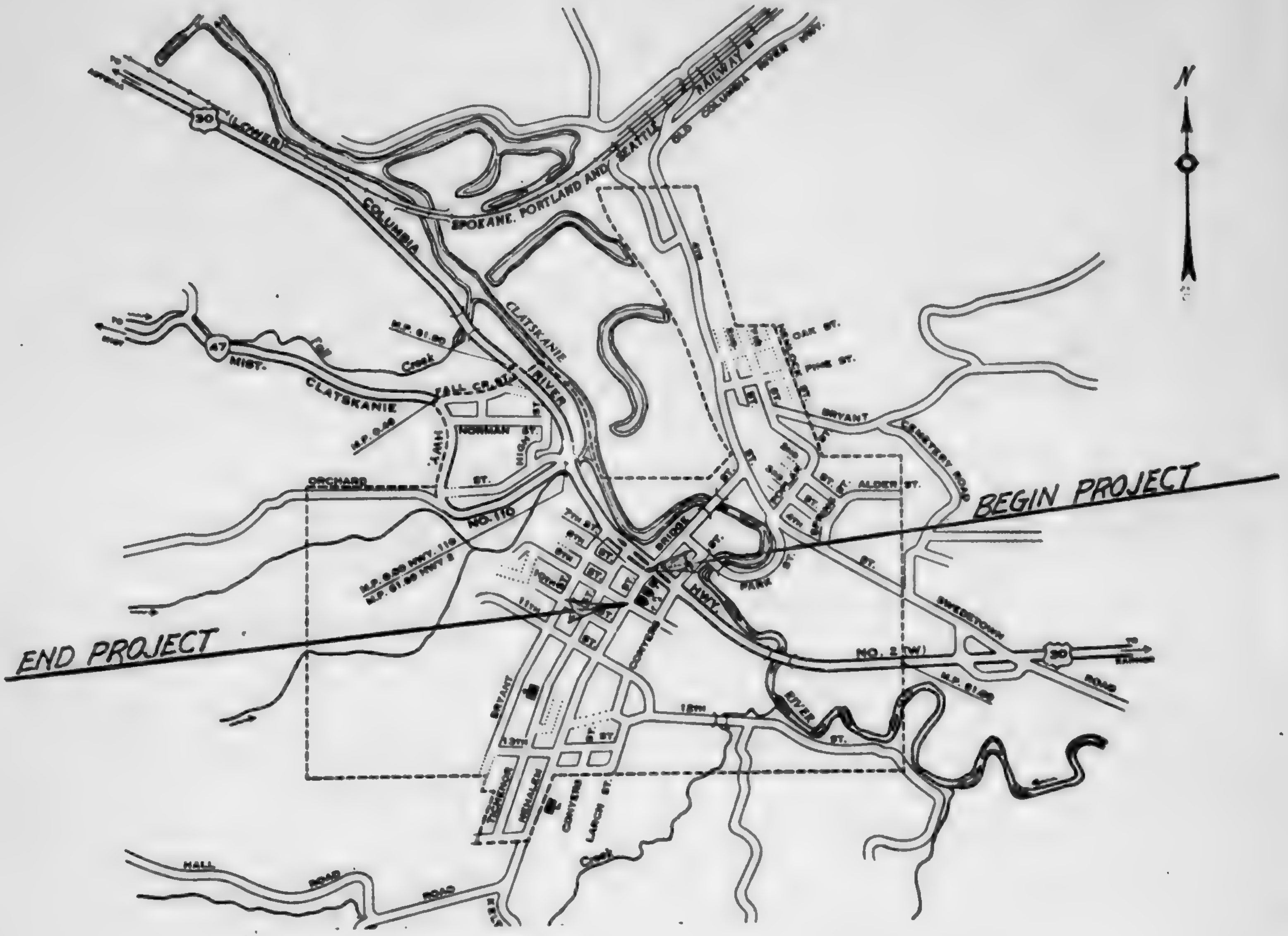
ADDITIONAL FACILITIES: The City of Clatskanie will make adjustments for water mains and all arrangements for required utility adjustments. There are no railroad crossings or major stream crossings.

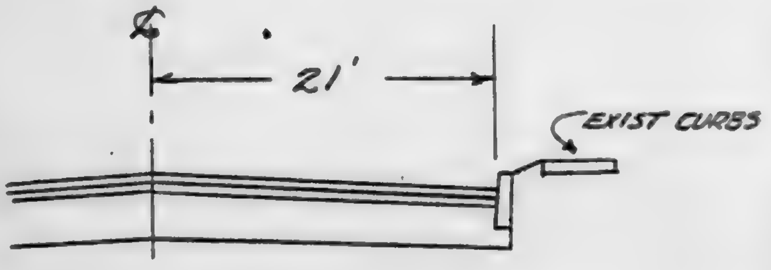
AGREEMENTS: Routine negotiations for Special City Allotment project.

March 24, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
R. L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER


N
BEGIN PROJECT
END PROJECT
30 (LOWER) COLUMBIA RIVER
SPOKANE, PORTLAND AND SEATTLE RAILWAY
OLD COLUMBIA RIVER HWY.
CLATSKANIE RIVER
47 MIST
CLATSKANIE
Fall Creek
FALL CR. ST.
M.P. 61.00
M.P. 0.00
NORMAN ST.
HIGH ST.
ORCHARD ST.
NO. 110
M.P. 0.00 HWY. 110
M.P. 61.00 HWY. 2
BRIDGE
HWY.
OAK ST.
PINE ST.
BRYANT
ALDER ST.
PARK ST.
CEMETERY ROAD
SWEDETOWN ROAD
NO. 2 (W)
30
RIVER ST.
HALL ROAD
ROAD
Creek
LARCH ST.
CONYERS
NEHALEM
TICHENOR
BRYANT


℄
21'
EXIST CURBS

TYPICAL HALF SECTION

PROSPECTUS MAP
NEHALEM STREET SECTION
CITY OF CLATSKANIE

COLUMBIA COUNTY

Scale 1" = 1600' 1964

CITY OF CLATSKANIE, OREGON

CLATSKANIE, OREGON

December 9, 1963

State of Oregon
State Highway Department
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Attn: H. S. Cox
County and City Engineer

Gentlemen:

In connection with our proposed project to pave a section of Nehalem Street in Clatskanie, and your letter of November 26, 1963:

On the basis of your estimate, the city is willing ard able to pay all costs in excess of $20,000.00

Very truly yours,

J. D. PUZEY
Mayor

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DEC 10 1963
ENGINEER
COUNTY & CITY DIVISION

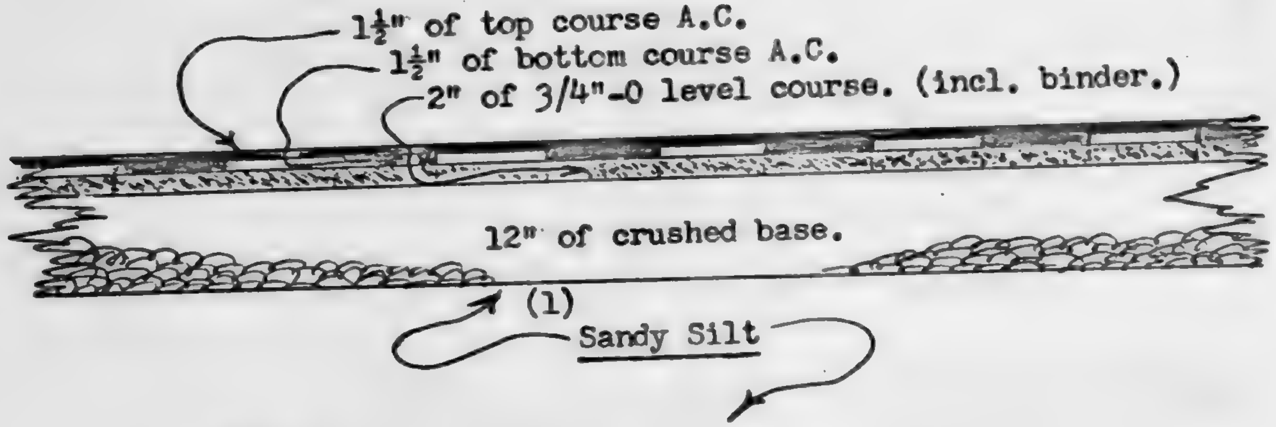
FOR FILING
DEC 16 1963

6115
305-V07

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section NEHALEM STREET Highway CITY OF CLATSKANIE County COLUMBIA Prefix
Res. Engr. ______ Length of Project ____ Miles. Sta. ______ to Sta. ______ Date 12-2-63

TYPICAL SECTIONS Traffic Classif. - MEDIUM HEAVY (LOGGING)



1½" of top course A.C.
1½" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
12" of crushed base.
(1)
Sandy Silt

(1)
Typical Soil
26 LL
0 PI
99 % P10
64 % P200
0 % Gravel
1 % C Sand
35 % F Sand
60 % Silt
4 % Clay
15 "R" Value (Corrected)
AASHO CLASSIF. - A-4 (7)

Note:
NO CREDIT was allowed for the existing roadway. Investigation revealed 2"± oil mat and 4"± base material, badly contaminated. The present oil mat is in poor condition. (photos attached.)

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			3	A.C
			2	Lev
			12	Cr Base
17			17	

12-2-63

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by for F. W. Yarbrough
Staff Assistant

Recommended by G. L. Decker
Asst Construction Engineer

Recommended by G W Harra
Engineer of Materials

Approved by
ASSISTANT ~~Deputy~~ State Highway Engineer

NOTED
SHAW

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

6

PAVEMENT TYPE SELECTION

NEHALEM STREET
CITY OF CLATSKANIE
COLUMBIA COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM HEAVY Present ADT 1800 1980 ADT 2700 % Heavy Vehicles 5
(NOTE: Increase classification one step for heavy logging use) (Logging)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual [illegible] Precipitation 65"±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers A.C.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:
Due to items 4, 6, and 12, an A.C. wearing surface has been selected.

CITY OF CLATSKANIE, OREGON

CLATSKANIE, OREGON

NOTED
H. S. COX

NOTED
R. M. ALLISON

September 16, 1963

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

In connection with our recent request for improvement of Nehalem Street in the City of Clatskanie under the provisions of ORS 366.800 and 366.805, we feel that some information concerning the use of this street would be valuable to you.

Longview Fibre Company has extensive timber holdings south of Clatskanie and have been logging that area for some time. Inquiry from their logging operators discloses the following: that in the past 3½ years they have removed and trucked out approximately 14,000,000 board feet. On the basis of about 4,000 board feet per load, that means 3,500 loads and, considering the return of trucks to logging sites, a total of 7,000 trips. They have indicated that they anticipate continued logging there on about the same level.

Nehalem Street has quite an incline downward and northerly to the Columbia River Highway which it abuts. For the last 200 to 300 feet, the log trucks start braking, causing some additional friction to the pavement surface. Then, too, on their return trips they are of necessity moving slowly after crossing the highway and are grinding their way up the hill; this, too, is bound to have an adverse effect on the street surface.

The above is told to you in order that you may more fully realize that we truly do have excessively heavy traffic over this street.

Very truly yours,

CITY OF CLATSKANIE

By
J. D. Puzey
Mayor

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SEP 17 1963
ENGINEER
COUNTY & CITY DIVISION

6-10-63

RESOLUTION No. 112

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

NOTED
H. S. COX

WHEREAS, the City of Clatskanie is an incorporated city of the State of Oregon and has a population of 822 as given by the latest official census; and

WHEREAS, the following streets of said city, Nehalem Street, between 7th and 9th Streets

NOTED
ON HARWELL

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JUN 12 1963
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

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JUN 12 1963
ENGINEER
COUNTY & CITY DIVISION

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Clatskanie does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Mayor J. D. Puzey as the official representative of the city in all negotiations resulting from this request.

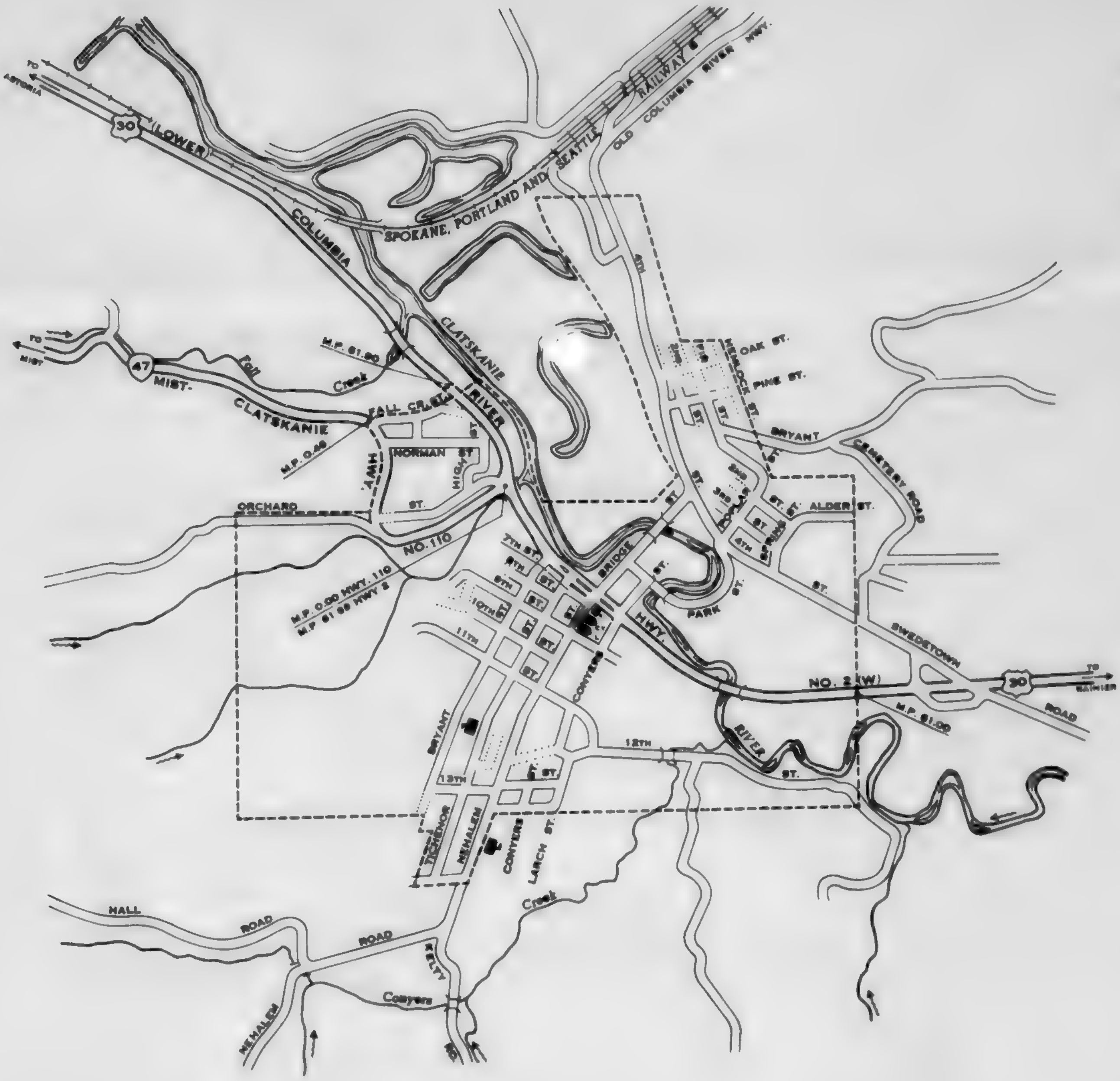
Passed and approved this 3rd day of June, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Clatskanie at a regular or special meeting of said Council, held on the 3rd day of June, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 10th day of June, 1963.

F. J. Pascoe
City Recorder


TO ASTORIA
30
LOWER COLUMBIA RIVER HWY.
SPOKANE, PORTLAND AND SEATTLE RAILWAY
OLD COLUMBIA RIVER HWY.
CLATSKANIE RIVER
M.P. 61.90
47
TO MIST
MIST CLATSKANIE
Fall Creek
FALL CR. ST.
M.P. 0.46
NORMAN ST.
HIGH
ORCHARD
NO. 110
M.P. 0.00 HWY. 110
M.P. 61.88 HWY. 2
7TH ST.
8TH
9TH
10TH
11TH
BRIDGE
HWY.
CONYERS
BRYANT
12TH
13TH
TICHENOR
NEHALEM
LARCH ST.
Creek
OAK ST.
PINE ST.
BRYANT
CEMETERY ROAD
ALDER ST.
PARK ST.
SWEDETOWN ROAD
NO. 2 (W)
M.P. 61.00
TO RAINIER
30
RIVER ST.
HALL ROAD
ROAD
KELLY
Conyers
NEHALEM
N

SIGNED ROUTES

INTERSTATE	5
U.S.	30
ORE.	22

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - CY – City Hall
  - CT – Court House
  - A – Armory
  - L – Library
- ═ Street open for travel.
- ⋯ Street dedicated but not open.
- — — City Limits.

CLATSKANIE

COLUMBIA COUNTY, OREGON

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

[illegible]

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 797

Scale in Feet

February 1, 1961

I-5-2(32) Roberts Mt.-Myrtle Cr. Sec., 1965
109 Pacific Hwy. (Grad., pav., sign.
#6451 & structures) [redacted]

PENGAD · Bayonne, N. J.

Vol. 2

C & A 2732
RR 447

STATE COPY

Monthly transaction number
1-44
Project report number
33
Modification number
8

PR-2A
(Rev. 10-68)

U.S. DEPARTMENT OF TRANSPORTATI
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

1-21-70

State
Oregon
County
Douglas
Project number
I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,804,513	$ 4,892,350
Federal funds	$ 4,420,000.00	$ 4,485,000.00
Other revisions		

This modification is made for the following reasons:

Based on revised project agreement estimate.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 21st day of January, 1970.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By
(Division Engineer)

For: R. E. Simpson

Oregon State Highway Division

Federal Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION
OF THE PACIFIC HWY. IN DOUGLAS COUNTY

Revised project agreement estimate.

Salem, Oregon, Jan. 8, 1970

Type Code 6201
Roadway (Sta. L3006+31 to Sta. 3387+00) (Contract 6451)

Previous subtotal of roadway items on revised estimate dated March 4, 1968		$3,761,015.94

Additional Items

P.A. 26	Settlement of two contractor claim items	Lump Sum	4,280.17
P.A. 27	Adjustment for loading and hauling aggregates	Lump Sum	16,276.00
P.A. 28	Final contractor claim settlement	Lump Sum	59,758.68
		Total	$ 80,314.85
		Subtotal	$3,841,330.79
		10% Engr. & Cont.	384,132.21
		Total	$4,225,463.00

Total for structures same as estimate of Mar. 13, 1967	$ 666,887.00

Length of roadway - - - - - - 6.993 miles
Length of 3 structures - - - 0.214 mile
Total Length - - - - - 7.207 miles

Cost of roadway per mile - - $604,241.81

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,225,463.00	$3,869,900.00	$355,563.00
Structures	666,887.00	615,100.00	51,787.00
Total	$4,892,350.00	$4,485,000.00	$407,350.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Prefix 610-1095

1451

Monthly transaction number 3-48	FORM [illegible]-2A (REV [illegible] 65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	S[illegible] Oregon
Project report number 31	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
Modification number 7	(PPM 21-7) 3-18-68	Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,733,793	$ 4,804,513
Federal funds	$ 4,366,400.00	$ 4,420,000.00
Other revisions		

This modification is made for the following reasons:

Estimate revised to include increase in bid quantity.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of March, 19 68.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~R. W. [illegible]~~, Division Engineer
R. E. Simpson,
By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________

~~Assistant~~ State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

US COMM-DC 26364-P65

Federal-Aid
Project No. I-5-2(32)109

Oregon State Highway Department

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement. Revised to include increase in bid quantity.)

Salem, Oregon, March 4, 1968

Type Code 6201
Roadway (Sta. L 3006+31 to Sta. 3387+00) (Contract No. 6451)

Previous subtotal of roadway items on revised estimate dated July 14, 1967			$3,697,187.94
Previous estimate of July 14, 1967			
General Excavation, Unclassified	1,458,750 cu.yd.	$0.72	$1,050,300.00
Revised estimate			
General Excavation, Unclassified	1,547,400 cu.yd.	$0.72	$1,114,128.00
	Net Increase		$ 63,828.00
	Subtotal		$3,761,015.94
	10% Engr. & Cont.		376,610.06
	Total		$4,137,626.00
Total for structures same as estimate of March 13, 1967			$ 666,887.00

Length of Roadway - - - - -	6.993 Miles
Length of 3 Structures- - -	0.214 Mile
Total Length	7.207 Miles
Cost of Roadway Per Mile- -	$591,681.10

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,137,626.00	$3,804,900.00	$332,726.00
Structures	666,887.00	615,100.00	51,787.00
Total	$4,804,513.00	$4,420,000.00	$384,513.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Prefix: 610-1095

STATE COPY

Monthly transaction number 7-54	FO R-2A (RE 0-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number 28	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
Modification number 1 6451	7-24-67 *(PPM 21-7)*	Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, , 19 64 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,703,103	$ 4,733,793.
Federal funds	$ 4,338,100.00	$ 4,366,400.00
Other revisions		

This modification is made for the following reasons:

Based on revised estimate including revised bid item quantities.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 24 day of July , 19 67 .

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. [illegible]

Assistant State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L R Backlund
(Division Engineer)
L. R. Backlund, Admin. Manager

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement. Based revised bid quantities.)

Salem, Oregon, July 14, 1967

Type Code 6201
Roadway (Sta. L 3006+31 to Sta. 3387+00)(Contract No. 6451)

Previous subtotal of roadway items on estimate dated March 13, 1967		$3,669,287.94

Previous estimate of March 13, 1967

General Excavation, Unclassified 1,420,000 cu.yd.	0.72	$1,022,400.00

Revised estimate

General Excavation, Unclassified 1,458,750 cu.yd.	0.72	$1,050,300.00
	Net Increase	$ 27,900.00
	Subtotal	3,697,187.94
	10% Engr. & Cont.	369,718.06
	Total	$4,066,906.00

Total for Structures same as Estimate of March 13, 1967	$ 666,887.00

Length of Roadway	6.993 Miles
Length of 3 Structures	0.214 Miles
Total Length	7.207 Miles
Cost of Roadway per Mile	$581,568.13

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,066,906.00	$3,751,300.00	$315,606.00
Structures	666,887.00	615,100.00	51,787.00
	$4,733,793.00	$4,366,400.00	$367,393.00

State Funds for Const.: Chap. 175, Laws 1917;
Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Monthly transaction number 3-121	FOR PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project report number 25	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
Modification number 5 [illegible]	(PPM 21-7) 3-24-67	Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,659,164	$ 4,703,103
Federal funds	$ 4,297,500.00	$ 4,338,100.00
Other revisions		

This modification is made for the following reasons:

Based on revised estimate including revised bid item quantities, and approved price agreement.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 24th day of March, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By L. R. Backlund
L. R. Backlund, Admin. Manager

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement. Based on revised bid item quantities, approved price agreements and E.W.O.'s)

Salem, Oregon, March 13, 1967

Type Code 6201
Roadway (Sta. L 3006+31.13 to Sta. 3387+00)(Contract No. 6451)

Previous subtotal of roadway items on estimate dated October 19, 1966	$3,629,343.46

Previous Estimate of July 13, 1966

Toe Tranch Excavation, Common	12,420 cu.yd.	$1.00	$ 12,420.00
Extra for Selected Rock Embankment Material	205,000 cu.yd.	0.30	61,500.00
Extra for Pipe Under Pavement	191 lin.ft.	10.00	1,910.00
Course Crushed Material in Base	270,000 tons	1.70	459,000.00
P.A. No. 1 General Excavation, Unclassified	75,000 cu.yd.	0.72	54,000.00
			$ 588,830.00

Revised Estimate

Toe Tranch Excavation, Common	23,975 cu.yd.	$1.00	$ 23,975.00
Extra for Selected Rock Embankment Material	241,790 cu.yd.	0.30	72,537.00
Extra for Pipe Under Pavement	365 lin.ft.	10.00	3,650.00
Course Crushed Material in Base	273,168 ton	1.70	464,385.60
P.A. No. 1 General Excavation, Unclassified	89,204 cu.yd.	0.72	64,226.88
			$ 628,774.48

Net Increase	$ 39,944.48
Subtotal	$3,669,287.94
10% Engr. & Cont.	366,928.06
Total	$4,036,216.00

Total for Structures Same as Estimate of Oct. 19, 1966.	$ 666,887.00

Length of Roadway - - - - - - - - - - - - - -	6.993 miles
Length of 3 Structures - - - - - - - - - - -	0.214 mile
Total Length	7.207 miles

Cost of Roadway Per Mile - - - - - - - - - - $577,179.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,036,216.00	$3,723,000.00	$313,216.00
Structures	666,887.00	615,100.00	51,787.00
	$4,703,103.00	$4,338,100.00	$365,003.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws, 1920; Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

STATE COPY

Monthly transaction number 11-49	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 22	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
Modification number 4	10-28-66 (PPM 21-7)	Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,522,575	$ 4,659,164
Federal funds	$ 4,172,000.00	$ 4,297,500.00
Other revisions		

This modification is made for the following reasons:

To include revised bid item quantities, approved price agreements and Extra Work Orders.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 28th day of October, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. PARSONS, Division Engineer

By L. R. Backlund
L. R. Backlund
(Division Engineer)
Administrative Manager

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement. Based on revised bid item quantities, approved price agreements and E.W.O.'s.)

Salem, Oregon, October 19, 1966

Type Code 6201
Roadway (Sta. L 3006 31.13 to Sta. 3387+00)(Contract No. 6451)

Previous subtotal of roadway items on estimate dated July 13, 1966				$3,534,371.46
Previous Estimate				
3/4" - 0 Material in Base	16,000	ton	$1.80	28,800.00
Asphaltic Concrete Mixture	62,000	ton	3.25	201,500.00
Asphalt in Mixture	3,420	ton	35.40	121,068.00
				$ 351,368.00
Revised Estimate				
3/4" - 0 Material in Base	20,400	ton	1.80	$ 36,720.00
Asphaltic Concrete Mixture	72,600	ton	3.25	235,950.00
Asphalt in Mixture	4,350	ton	35.40	153,990.00
P.A. #17 Construct A/C Curbs	7,400	lin.ft.	1.00	7,400.00
E.W.O. #11 Exc. Unsuitable Material and Place Rock Inlay	All Required			12,280.00
				$ 446,340.00
	Net Increase			94,972.00
	Subtotal			3,629,343.46
	10% Engr. & Cont.			$ 362,933.54
	Total Roadway			$3,992,277.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12)(Contract 6451)

Previous subtotal of structures on estimate of Jan. 12, 1966		$ 577,061.00
Revised Estimate		
P.A.#13 Remove and Replace Handrail on Booth Ranch Bridge, Northbound	Lump Sum	$ 29,200.00
	Net Increase	$ 29,200.00
	Subtotal	606,261.00
	10% Engr. & Cont.	60,626.00
	Total Structures	$ 666,887.00

Length of Roadway - - - - - - - - 6.993 Miles
Length or 3 Structures - - - - - - 0.214 Mile
7.207 Miles

Cost of Roadway per Mile - - - - $570,896.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,992,277.00	$3,682,400.00	$ 309,877.00
Structures	666,887.00	615,100.00	51,787.00
	$4,659,164.00	$4,297,500.00	$ 361,664.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

Monthly transaction number 7-102	PR-2A (-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	County Douglas
Project report number 19		Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 4,522,575

Revised Federal funds $ 4,172,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22nd day of July, 1966.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
A. W. Parsons
(Division Engineer)

~~Administrative Manager~~

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION OF
THE PACIFIC HWY. IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement.)

Salem, Oregon, July 13, 1966

Type Code 6201
Roadway (Sta. 13006+31.13 to Sta. 3387+00)(Contract No. 6451)

Previous subtotal of roadway items on estimate dated 1-12-66 $3,218,267.71

Change in following roadway items:

Previous Estimate

Drainage Excavation, Unclassified	9,200	cu.yds.	$ 2.50	$ 23,000.00
Toe Trench Excavation, Common	6,600	cu.yds.	1.00	6,600.00
Extra for Selected Rock Embankment Material	96,000	cu.yds.	0.30	28,800.00
Extra for Pipe Under Pavement	60	lin.ft.	10.00	600.00
6-inch Perforated Drain Pipe	3,000	lin.ft.	1.75	5,250.00
8-inch Perforated Drain Pipe	5,950	lin.ft.	2.25	13,387.50
Special Backfill in Drains	1,090	cu.yds.	6.00	6,540.00
Type 2 Barricade	800	lin.ft.	3.50	2,800.00
Coarse Crushed Material in Base	267,000	tons	1.70	453,900.00
Sprinkling	9,200	M-gals.	2.50	23,000.00
Flagging (57½% of Contractor's Cost)	All	Required		20,000.00
Slide Removal	All	Required		100,000.00
				$ 683,877.50

Revised Estimate

Drainage Excavation, Unclassified	16,000	cu.yds.	$ 2.50	$ 40,000.00
Toe Trench Excavation, Common	12,420	cu.yds.	1.00	12,420.00
Extra for Selected Rock Embankment Material	205,000	cu.yds.	0.30	61,500.00
Extra for Pipe Under Pavement	191	lin.ft.	10.00	1,910.00
6-inch Perforated Drain Pipe	15,215	lin.ft.	1.75	26,626.25
8-inch Perforated Drain Pipe	14,000	lin.ft.	2.25	31,500.00
Special Backfill in Drains	4,100	cu.yds.	6.00	24,600.00
Type 2 Barricade	1,650	lin.ft.	3.50	5,775.00
Coarse Crushed Material in Base	270,000	tons	1.70	459,000.00
Sprinkling	12,000	M-gals.	2.50	30,000.00

Flagging (57½% of Contractor's Cost	All	Required		$ 56,000.00
Slide Removal	All	Required		170,000.00
PA #1 General Excavation, Unclass.	75,000	cu.yds.	$ 0.72	54,000.00
PA #1 Short Overhaul	450,000	yd.sta.	0.01	4,500.00
PA #1 Long Overhaul	25,000	C-yd.sta.	0.45	11,250.00
PA #14 Selected Backfill	10,000	cu.yds.	1.10	11,000.00
				$1,000,081.25

Net Increase	$ 316,203.75
	3,534,371.46
10% Engr. & Cont.	353,436.54
	$3,887,808.00
Total for Structures	$ 634,767.00

Length of Roadway	6.993 miles
Length of 3 Structures	0.214 miles
Total Length	7.207 miles
Cost of Roadway per Mile	$ 555,957.09

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,887,808.00	$3,586,500.00	$301,308.00
Structures	634,767.00	585,500.00	49,267.00
	$4,522,575.00	$4,172,000.00	$350,575.00

State Funds for Const.: Chapter 175, Laws 1917; Chapter 31, Laws 1920;
Chapter 529, Laws 1939.
State Funds for Maint.: Chapter 529, Laws 1939.

STATE COPY

Monthly transaction number 2-7	FORM PR-2A U.S. DEPARTMENT OF COMMERCE (5-21-57) BUREAU OF PUBLIC ROADS	State Oregon
		County Douglas
Project report number 16 6451	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 1-31-66	Project number I-5-2(32)109

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

Revised estimated total cost of project	$ 4,174,751.00
Revised Federal funds	$ 3,851,000.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of January, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By LR Backlund
L. R. Backlund, Administrative Mgr.

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement to include RR protective costs in connection with Price Agreement No. 13 for replacement of the Booth Ranch Bridge handrail. Based on low bid prices and utility estimates.)

Salem, Oregon, January 12, 1966

Type Code 6201
Roadway (Sta. L 3006+31.13 to Sta. 3387+00) (Contract No. 6451)

Clearing and Grubbing	All	Required		$ 120,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	9,200	cu. yd.	$ 2.50	23,000.00
Toe Trench Excavation, Common	6,600	cu. yd.	1.00	6,600.00
General Excavation, Unclassified	1,420,000	cu. yd.	0.72	1,022,400.00
Extra for Selected Rock Embankment Material	96,000	cu. yd.	0.30	28,800.00
Extra for Selected Topsoil Material	2,000	cu. yd.	1.50	3,000.00
Short Overhaul	4,590,000	yd. sta.	0.01	45,900.00
Long Overhaul	355,000	C-yd. sta.	0.45	159,750.00
Finishing Roadbed and Slopes	All	Required		20,000.00
Rounding Cutbanks	20,000	lin. ft.	0.20	4,000.00
Seeding	65	acre	110.00	7,150.00
Mulching	65	acre	190.00	12,350.00
Grass Seed, Creeping Red Fescue	710	lb.	1.10	781.00
Grass Seed, Chewings Fescue	520	lb.	1.10	572.00
Grass Seed, Perennial Ryegrass	190	lb.	1.10	209.00
Grass Seed, Newport Bluegrass	320	lb.	1.10	352.00
Dutch White Clover	190	lb.	1.10	209.00
Inorganic Fertilizer, 10-16-8	260	cwt.	8.00	2,080.00
Jute Matting	5,000	sq. yd.	0.60	3,000.00
12-inch Culvert Pipe (Metal)	60	lin. ft.	3.25	195.00
12-inch Culvert Pipe	380	lin. ft.	3.25	1,235.00
18-inch Culvert Pipe	4,200	lin. ft.	4.35	18,270.00
24-inch Culvert Pipe	1,220	lin. ft.	8.25	10,065.00
24-inch Metal Culvert Pipe	320	lin. ft.	8.25	2,640.00
30-inch Culvert Pipe	300	lin. ft.	7.50	2,250.00
36-inch Culvert Pipe	280	lin. ft.	15.00	4,200.00
48-inch Metal Culvert Pipe	310	lin. ft.	22.00	6,820.00
Extra for Pipe under Pavement	60	lin. ft.	10.00	600.00
6-inch Perforated Drain Pipe	3,000	lin. ft.	1.75	5,250.00
8-inch Perforated Drain Pipe	5,950	lin. ft.	2.25	13,387.50
12-inch Drain Pipe	700	lin. ft.	3.25	2,275.00
Special Backfill in Drains	1,090	cu. yd.	6.00	6,540.00
18-inch Culvert End Sections	36	only	35.00	1,260.00
24-inch Culvert End Sections	12	only	50.00	600.00
30-inch Culvert End Sections	4	only	85.00	340.00
36-inch Culvert End Sections	1	only	125.00	125.00
96-inch Structural Plate Pipe	50	lin. ft.	50.00	2,500.00

Salvage and Reinstall Culvert Pipe	100	lin. ft.	$ 3.00	$ 300.00
Concrete Inlets, Type G-1	15	only	100.00	1,500.00
Concrete Manholes	6	only	350.00	2,100.00
Concrete Curbs	160	cu. yd.	50.00	8,000.00
Concrete Surfacing	460	sq. yd.	10.00	4,600.00
Class "A" Concrete in Box Culverts	540	cu. yd.	60.00	32,400.00
Metal Reinforcement in Box Culverts	110,000	lb.	0.11	12,100.00
Metal Guard Rail	47,000	lin. ft.	2.50	117,500.00
Metal Median Barrier	26,000	lin. ft.	3.75	97,500.00
Type 2 Barricade	800	lin. ft.	3.50	2,800.00
Rail End Pieces	76	only	10.00	760.00
Salvage and Stockpile Guard Rail	9,400	lin. ft.	0.85	7,990.00
Salvage and Reinstall Guard Rail	1,200	lin. ft.	2.20	2,640.00
Guard Rail-Salvaged Barricade	800	lin. ft.	1.35	1,080.00
Guide Posts, W-1	360	only	7.00	2,520.00
Guide Posts, Y-1	300	only	8.00	2,400.00
Guide Posts, Y-2	10	only	9.00	90.00
Type 2 Fence	2,300	rod	7.50	17,250.00
Type 3 Fence	220	rod	23.00	5,060.00
Loose Riprap	1,050	cu. yd.	4.00	4,200.00
Selected Rock Backfill	35,000	cu. yd.	0.75	26,250.00
Detour Surfacing	1,400	lin. ft.	6.00	8,400.00
Coarse Crushed Material in Base	267,000	ton	1.70	453,900.00
3/4" - 0 Material in Base	16,000	ton	1.80	28,800.00
Sprinkling	9,200	M-Gal.	2.50	23,000.00
Preparation of Base	All	Required		5,000.00
3/4" - 0 Material in Binder Course	50	cu. yd.	7.00	350.00
Furnishing and Placing Aggregates	250	cu. yd.	5.00	1,250.00
RC-250 Asphalt	8	ton	100.00	800.00
120-150 Asphalt	19	ton	100.00	1,900.00
RS-1 Asphalt	30	ton	100.00	3,000.00
Plant-Mix Bituminous Base	41,000	ton	3.25	133,250.00
Asphalt in Bituminous Base	1,630	ton	35.40	57,702.00
Asphaltic Concrete Mixture	62,000	ton	3.25	201,500.00
Asphalt in Mixture	3,420	ton	35.40	121,068.00
Asphaltic Concrete Curbs	3,000	lin. ft.	1.00	3,000.00
Roadway Illumination Removal and Relocation	All	Required		2,500.00
Removal of Existing Sign Installations	All	Required		200.00
Furnish 8" BP 36# Steel Piling	469	lin. ft.	5.40	2,532.60
Drive Steel Piles	33	only	85.00	2,805.00
Sign Support Footings	All	Required		756.00
Metal Sign Posts	All	Required		2,602.00
Single Sign Supports	All	Required		4,138.00
Double Sign Support	All	Required		1,025.00
Wood Sign Posts	All	Required		1,850.00
Type "A" and "B" Signs in Place	3,095	sq. ft.	5.90	18,260.50
Type "C", "D" and "R" Signs in Place	838	sq. ft.	3.35	2,807.30

Type "E", "F" and "G" Signs in Place	284 sq. ft.	$ 3.60	$ 1,022.40
Type "P" Signs in Place	57 sq. ft.	5.90	336.30

Retaining Wall on "C" Line

Structural Excavation	100 cu. yd.	5.00	500.00
Class "A" Concrete	30 cu. yd.	60.00	1,800.00
Metal Reinforcement	3,200 lb.	0.12	384.00

Equipment Pass Retaining Wall

Structural Excavation	250 cu. yd.	5.00	1,250.00
Class "A" Concrete	97 cu. yd.	60.00	5,820.00
Metal Reinforcement	8,600 lb.	0.12	1,032.00
			$ 2,086,286.60

Flagging (57½% of Contractor's Cost)	All Required	$ 20,000.00
Slide Removal	All Required	100,000.00
Horizontal Drains	All Required	8,000.00
Guide Signs	All Required	400.00
Adjust Water Lines	All Required	1,000.00
		$ 129,400.00

Utilities

Work by Pacific N.W. Bell	All Required	$ 91,000.80
California-Pacific Utilities Co.	All Required	6,041.31
Pacific Power and Light Co.	All Required	5,439.00
		$ 102,481.11

Subtotal	$ 3,218,167.71
10% Engr. & Cont.	321,816.29
Total	$ 3,539,984.00

Type Code X220
Clark's Branch Road O'xing (Br. #7839A)(Sta. Ln 3119+37.44 to Sta. Ln 3120+62.44)
(Contract No. 6451)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	250 cu. yd.	$ 10.00	2,500.00
Structural Excavation Below Elevation Shown	25 cu. yd.	10.00	250.00
Class "A" Concrete (410 cu. yd.)	All Required		28,700.00
Metal Reinforcement (103,000 lb.)	All Required		11,500.00
8-inch Metal Drain Pipe	70 lin. ft.	3.00	210.00
			$ 45,160.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12)(Contract No. 6451)

Southbound (Br. #7841-A)

Shoring, Cribbing, etc.	All Required		$ 25,000.00
Structural Excavation	730 cu. yd.	$ 7.00	5,110.00

Structural Excavation Below Elevation Shown	75 cu. yd.	$ 15.00	$ 1,125.00
Furnish 10" BP 42# Steel Piling	2,390 lin. ft.	4.50	10,755.00
Drive Steel Piles	44 only	60.00	2,640.00
Splice Steel Piles	11 only	30.00	330.00
Class "A" Concrete (2,210 cu. yd.)	All Required		161,330.00
70'-75' Type IV Prestressed Beams	17 only	1,600.00	27,200.00
75'-80' Type IV Prestressed Beams	13 only	1,700.00	22,100.00
80'-85' Type IV Prestressed Beams	1 only	1,700.00	1,700.00
85'-90' Type IV Prestressed Beams	1 only	2,000.00	2,000.00
Metal Reinforcement (412,000 lb.)	All Required		45,000.00
Structural Steel (Carbon 330,400 lb.; Low Alloy 191,200 lb.)	All Required		133,385.00
Metal Parapet Railing	1,766 lin. ft.	4.00	7,064.00
6-inch Standard Steel Piling	185 lin. ft.	15.00	2,775.00
8-inch Standard Steel Piling	90 lin. ft.	20.00	1,800.00
			$ 449,314.00

Northbound (Br. #7841-B)

Remodel Booth Ranch Bridge	All Required		$ 3,000.00
Furnish 10" BP 42# Steel Piling	270 lin. ft.	4.00	1,080.00
Drive Steel Piles	6 only	100.00	600.00
Splice Steel Piles	2 only	30.00	60.00
Class "A" Concrete (132 cu. yd.)	All Required		9,900.00
Metal Reinforcement (34,000 lb.)	All Required		4,000.00
Metal Parapet Railing	118 lin. ft.	4.50	531.00
			$ 19,171.00

Type Code X221
Boomer Hill O'xing Widening (Br. #7900A)(Sta. 3282+38 to Sta. 3283+62)(Cont. 6451)

Remodel Boomer Hill Road O'xing	All Required		$ 3,000.00
Shoring, Cribbing, etc.	All Required		5,000.00
Structural Excavation	100 cu. yd.	$ 10.00	1,000.00
Structural Excavation Below Elevation Shown	10 cu. yd.	10.00	100.00
Furnish 10" BP 42# Steel Piling	650 lin. ft.	4.50	2,925.00
Drive Steel Piles	24 only	100.00	2,400.00
Splice Steel Piles	6 only	30.00	180.00
Class "A" Concrete (182 cu. yd.)	All Required		13,650.00
Metal Reinforcement (50,500 lb.)	All Required		6,000.00
8-inch Metal Drain Pipe	55 lin. ft.	3.00	165.00
			$ 34,420.00

Remove Booth Ranch Interchange O'xing

Remove Old Structure	All Required		$ 6,000.00
			$ 6,000.00

R.R. and Western Union Work

Work by Western Union Tel. Co.	All Required		$ 3,281.00
Work by Southern Pacific Co.	All Required		2,715.00
Protective Service by S.P. Co.	All Required		8,000.00
Protective Service by S.P. Co.for P.A. 13	All Required		1,500.00
			$ 15,496.00

Realign Existing Booth Ranch Bridge	All Required		$ 7,500.00

Subtotal	$	577,061.00
10% Engr. & Cont.		57,706.00
Total	$	634,767.00

Length of Roadway - - - - -	6.993 Miles
Length of 3 Structures- - -	0.214 Mile
Total Length- - - - - - - - -	7.207 Miles

Cost of Roadway Per Mile- - $506,060.91

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,539,984.00	$3,265,500.00	$274,484.00
Structures	634,767.00	585,500.00	49,267.00
	$4,174,751.00	$3,851,000.00	$323,751.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Estimated cost of work by Pacific Northwest Bell.

Telephone Company Forces

Labor -	$14,432.00
Material- -	35,284.00
Equipment -	1,660.00
Salvage -	(2,734.00)
Subtotal	$48,642.00

Contract work by Kinnan Logging Company, Camas Valley, Oregon

Contract- -	$42,358.80
Total Cost	$91,000.80

Estimated cost of work by the Southern Pacific Company.

Protective Service for Contract

Estimated cost of Railroad furnished service because of contractor's work.

Laborer	$23.72 per 8 hr. shift
Health, Welfare, etc. 30%	7.12 per 8 hr. shift
	$30.84
Travel Pay	11.20 per day
Per Diem	12.00 per day
	$54.04
USE	$54.04 one man per 8 hr. shift

Estimated time of protective service for the project is 6 months at 20 days (shifts) per month or 120 shifts.

Protective service	120 x 54.00 =	$ 6,480.00
Overtime and contingencies	20% =	1,296.00
		$ 7,776.00
	USE	$ 8,000.00

Protective Service for Price Agreement No. 13

Salary 1 x $6.20 per. mo., straight	=	$ 620.00
$\frac{620}{173 \text{ hr.}}$ x 10 hrs. per wk. x 4.3 weeks x 1.5	=	231.81
		$ 851.81
33% Payroll Additive	=	281.10
		$ 1,132.91

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Expenses

$12 per day; 9.5 cents per mile

5 days x $12 x 4.3 wks.	=	$	258.00
435 miles x 9.5 cents x 5 trips	=		206.65
		$	464.65
Total estimated Cost		$	1,597.56
Use (but not limited to)		$	1,500.00

Railroad Work

Signal Work	$	1,520.00
Communication Work		992.00
Freight		60.00
Equipment		136.00
Material Handling Charge		88.00
Vacation Allowance		85.00
Holiday Pay		34.00
Health and Welfare		132.00
RR Ret. and Unemp. Taxes		300.00
PL, PD, WC Ins.		110.00
Accounting and Billing		173.00
Contingencies		345.00
Salvage Credit		(1,260.00)
	$	2,715.00

Estimated cost of work by the Western Union Telegraph Company.

Labor	$	2,371.00
Materials		675.00
Equipment		345.00
Misc. Expense		40.00
Salvage Credit		(150.00)
	$	3,281.00

Estimated cost of work by Pacific Power and Light Company.

Transmission Line

Materials	$	797.00
Labor		1,152.00
Equipment		125.00
Accounting, etc.		415.00
Salvage Credit		(117.00)
	$	2,372.00

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Distribution Line

Materials	$ 1,522.00
Labor	2,498.00
Equipment	277.00
Accounting, etc.	859.00
Related Operating Expense	253.00
Salvage Credit	(1,421.00)
	$ 3,988.00

State Share 10/13 or 76.9%	$3,067.00	
	Total State Share	$ 5,439.00

Estimated cost of work by the California-Pacific Utilities Company.

Labor	$ 3,652.40
Materials	1,405.48
Equipment	820.00
Overhead, etc.	881.68
Salvage	(133.61)
	$ 6,625.95
State Share 31/34 =	$ 6,041.31

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Monthly transaction number FOR FILING 4-79	FO R-2A (5-31-67) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project report number I-5-2 (32) 109	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
12	*(PPM 21-7)* 9-3-65	Project number I-5-2(32)109
6451		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 4, 1964, is hereby modified as follows:

Revised estimated total cost of project	$ 4,173,101.00
Revised Federal funds	$ 3,838,000.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 3rd day of September, 1965.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F. B. Klaboe
Assistant State Highway Engineer
(Title)

By ____________________
____
(Title)

By ____________________
____
(Title)

~~By~~ A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

(2)

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate as a basis for modification of project agreement to include work by utilities. Based on low bid prices and utility estimates.)

Salem, Oregon, August 18, 1965

Type Code 6201
Roadway (Sta. L 3006+31.13 to Sta. 3387+00) (Contract No. 5451)

Clearing and Grubbing	All	Required		$ 120,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	9,200	cu.yd.	$ 2.50	23,000.00
Toe Trench Excavation, Common	6,600	cu.yd.	1.00	6,600.00
General Excavation, Unclassified	1,420,000	cu.yd.	0.72	1,022,400.00
Extra for Selected Rock Embankment Material	96,000	cu.yd.	0.30	28,800.00
Extra for Selected Topsoil Material	2,000	cu.yd.	1.50	3,000.00
Short Overhaul	4,590,000	yd.sta.	0.01	45,900.00
Long Overhaul	355,000	C-yd.sta.	0.45	159,750.00
Finishing Roadbed and Slopes	All	Required		20,000.00
Rounding Outbanks	20,000	lin.ft.	0.20	4,000.00
Seeding	65	acre	110.00	7,150.00
Mulching	65	acre	190.00	12,350.00
Grass Seed, Creeping Red Fescue	710	lb.	1.10	781.00
Grass Seed, Chewings Fescue	520	lb.	1.10	572.00
Grass Seed, Perennial Ryegrass	190	lb.	1.10	209.00
Grass Seed, Newport Bluegrass	320	lb.	1.10	352.00
Dutch White Clover	190	lb.	1.10	209.00
Inorganic Fertilizer, 10-16-8	260	cwt.	8.00	2,080.00
Jute Matting	5,000	sq.yd.	0.60	3,000.00
12-inch Culvert Pipe (Metal)	60	lin.ft.	3.25	195.00
12-inch Culvert Pipe	380	lin.ft.	3.25	1,235.00
18-inch Culvert Pipe	4,200	lin.ft.	4.35	18,270.00
24-inch Culvert Pipe	1,220	lin.ft.	8.25	10,065.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.25	2,640.00
30-inch Culvert Pipe	300	lin.ft.	7.50	2,250.00
36-inch Culvert Pipe	280	lin.ft.	15.00	4,200.00
48-inch Metal Culvert Pipe	310	lin.ft.	22.00	6,820.00
Extra for Pipe under Pavement	60	lin.ft.	10.00	600.00
6-inch Perforated Drain Pipe	3,000	lin.ft.	1.75	5,250.00
8-inch Perforated Drain Pipe	5,950	lin.ft.	2.25	13,387.50
12-inch Drain Pipe	700	lin.ft.	3.25	2,275.00
Special Backfill in Drains	1,090	cu.yd.	6.00	6,540.00
18-inch Culvert End Sections	36	only	35.00	1,260.00
24-inch Culvert End Sections	12	only	50.00	600.00
30-inch Culvert End Sections	4	only	85.00	340.00
36-inch Culvert End Sections	1	only	125.00	125.00
96-inch Structural Plate Pipe	50	lin.ft.	50.00	2,500.00

Salvage and Reinstall Culvert Pipe	100	lin.ft.	$ 3.00	$ 300.00
Concrete Inlets, Type G-1	15	only	100.00	1,500.00
Concrete Manholes	6	only	350.00	2,100.00
Concrete Curbs	160	cu.yd.	50.00	8,000.00
Concrete Surfacing	460	sq.yd.	10.00	4,600.00
Class "A" Concrete in Box Culverts	540	cu.yd.	60.00	32,400.00
Metal Reinforcement in Box Culverts	110,000	lb.	0.11	12,100.00
Metal Guard Rail	47,000	lin.ft.	2.50	117,500.00
Metal Median Barrier	26,000	lin.ft.	3.75	97,500.00
Type 2 Barricade	800	lin.ft.	3.50	2,800.00
Rail End Pieces	76	only	10.00	760.00
Salvage and Stockpile Guard Rail	9,400	lin.ft.	0.85	7,990.00
Salvage and Reinstall Guard Rail	1,200	lin.ft.	2.20	2,640.00
Guard Rail-Salvaged Barricade	800	lin.ft.	1.35	1,080.00
Guide Posts, W-1	360	only	7.00	2,520.00
Guide Posts, Y-1	300	only	8.00	2,400.00
Guide Posts, Y-2	10	only	9.00	90.00
Type 2 Fence	2,300	rod	7.50	17,250.00
Type 3 Fence	220	rod	23.00	5,060.00
Loose Riprap	1,050	cu.yd.	4.00	4,200.00
Selected Rock Backfill	35,000	cu.yd.	0.75	26,250.00
Detour Surfacing	1,400	lin.ft.	6.00	8,400.00
Coarse Crushed Material in Base	267,000	ton	1.70	453,900.00
3/4" - 0 Material in Base	16,000	ton	1.80	28,800.00
Sprinkling	9,200	M-gal.	2.50	23,000.00
Preparation of Base	All	Required		5,000.00
3/4" - 0 Material in Binder Course	50	cu.yd.	7.00	350.00
Furnishing and Placing Aggregates	250	cu.yd.	5.00	1,250.00
RC-250 Asphalt	8	ton	100.00	800.00
120-150 Asphalt	19	ton	100.00	1,900.00
RS-1 Asphalt	30	ton	100.00	3,000.00
Plant-Mix Bituminous Base	41,000	ton	3.25	133,250.00
Asphalt in Bituminous Base	1,630	ton	35.40	57,702.00
Asphaltic Concrete Mixture	62,000	ton	3.25	201,500.00
Asphalt in Mixture	3,420	ton	35.40	121,068.00
Asphaltic Concrete Curbs	3,000	lin.ft.	1.00	3,000.00
Roadway Illumination Removal and Relocation	All	Required		2,500.00
Removal of Existing Sign Installations	All	Required		200.00
Furnish 8" BP 36# Steel Piling	469	lin.ft.	5.40	2,532.60
Drive Steel Piles	33	only	85.00	2,805.00
Sign Support Footings	All	Required		756.00
Metal Sign Posts	All	Required		2,602.00
Single Sign Supports	All	Required		4,138.00
Double Sign Support	All	Required		1,025.00
Wood Sign Posts	All	Required		1,850.00
Type "A" and "B" Signs in Place	3,095	sq.ft.	5.90	18,260.50
Type "C", "D" and "R" Signs in Place	838	sq.ft.	3.35	2,807.30

Type "E", "F" and "G" Signs in Place	284 sq.ft.	$ 3.60	$ 1,022.40
Type "P" Signs in Place	57 sq.ft.	5.90	336.30
Retaining Wall on "C" Line			
Structural Excavation	100 cu.yd.	5.00	500.00
Class "A" Concrete	30 cu.yd.	60.00	1,800.00
Metal Reinforcement	3,200 lb.	0.12	384.00
Equipment Pass Retaining Wall			
Structural Excavation	250 cu.yd.	5.00	1,250.00
Class "A" Concrete	97 cu.yd.	60.00	5,820.00
Metal Reinforcement	8,600 lb.	0.12	1,032.00
			$2,986,286.60
Flagging (57½% of Contractor's Cost)	All Required		$ 20,000.00
Slide Removal	All Required		100,000.00
Horizontal Drains	All Required		8,000.00
Guide Signs	All Required		400.00
Adjust Water Lines	All Required		1,000.00
			$ 129,400.00
Utilities			
Work by Pacific N.W. Bell	All Required		$ 91,000.80
California-Pacific Utilities Co.	All Required		6,041.31
Pacific Power and Light Co.	All Required		5,439.00
			$ 102,481.11
	Subtotal		$3,218,167.71
	10% Engr. & Cont.		321,816.29
	Total		$3,539,984.00

Type Code X220
Clark's Branch Road O'xing (Br. #7839A)(Sta. Ln 3119+37.44 to Sta. Ln 3120+62.44)
(Contract No. 6451)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	250 cu.yd.	$ 10.00	2,500.00
Structural Excavation Below Elevation Shown	25 cu.yd.	10.00	250.00
Class "A" Concrete (410 cu.yd.)	All Required		28,700.00
Metal Reinforcement (103,000 lb.)	All Required		11,500.00
8-inch Metal Drain Pipe	70 lin.ft.	3.00	210.00
			$ 45,160.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12)(Contract No. 6451)

Southbound (Br. #7841-A)			
Shoring, Cribbing, etc.	All Required		$ 25,000.00
Structural Excavation	730 cu.yd.	$ 7.00	5,110.00

Structural Excavation Below Elevation Shown	75 cu.yd.	$ 15.00	$ 1,125.00
Furnish 10" BP 42# Steel Piling	2,390 lin.ft.	4.50	10,755.00
Drive Steel Piles	44 only	60.00	2,640.00
Splice Steel Piles	11 only	30.00	330.00
Class "A" Concrete (2,210 cu.yd.)	All Required		161,330.00
70'-75' Type IV Prestressed Beams	17 only	1,600.00	27,200.00
75'-80' Type IV Prestressed Beams	13 only	1,700.00	22,100.00
80'-85' Type IV Prestressed Beams	1 only	1,700.00	1,700.00
85'-90' Type IV Prestressed Beams	1 only	2,000.00	2,000.00
Metal Reinforcement (412,000 lb.)	All Required		45,000.00
Structural Steel (Carbon 330,400 lb.; Low Alloy 191,200 lb.)	All Required		133,385.00
Metal Parapet Railing	1,766 lin.ft.	4.00	7,064.00
6-inch Standard Steel Piling	185 lin.ft.	15.00	2,775.00
8-inch Standard Steel Piling	90 lin.ft.	20.00	1,800.00
			$ 449,314.00

Northbound (Br. #7841-B)

Remodel Booth Ranch Bridge	All Required		$ 3,000.00
Furnish 10" BP 42# Steel Piling	270 lin.ft.	4.00	1,080.00
Drive Steel Piles	6 only	100.00	600.00
Splice Steel Piles	2 only	30.00	60.00
Class "A" Concrete (132 cu.yd.)	All Required		9,900.00
Metal Reinforcement (34,000 lb.)	All Required		4,000.00
Metal Parapet Railing	118 lin.ft.	4.50	531.00
			$ 19,171.00

Type Code X221
Boomer Hill O'xing Widening (Br. #7900A)(Sta. 3282+38 to Sta. 3283+62)(Cont. 6451)

Remodel Boomer Hill Road O'xing	All Required		$ 3,000.00
Shoring, Cribbing, etc.	All Required		5,000.00
Structural Excavation	100 cu.yd.	$ 10.00	1,000.00
Structural Excavation Below Elevation Shown	10 cu.yd.	10.00	100.00
Furnish 10" BP 42# Steel Piling	650 lin.ft.	4.50	2,925.00
Drive Steel Piles	24 only	100.00	2,400.00
Splice Steel Piles	6 only	30.00	180.00
Class "A" Concrete (182 cu.yd.)	All Required		13,650.00
Metal Reinforcement (50,500 lb.)	All Required		6,000.00
8-inch Metal Drain Pipe	55 lin.ft.	3.00	165.00
			$ 34,420.00

Remove Booth Ranch Interchange O'xing

Remove Old Structure	All Required		$ 6,000.00
			$ 6,000.00

R.R. and Western Union Work

Work by Western Union Tel. Co.	All Required		$ 3,281.00
Work by Southern Pacific Co.	All Required		2,715.00
Protective Service by S.P. Co.	All Required		8,000.00
			$ 13,996.00

Realign Existing Booth Ranch Bridge	All Required		$ 7,500.00

Subtotal	$ 575,561.00
10% Engr. & Cont.	57,556.00
Total	$ 633,117.00

Length of Roadway - - - - -	6.993 Miles
Length of 3 Structures- - -	0.214 Mile
Total Length- - - - - - - -	7.207 Miles

Cost of Roadway Per Mile- - $506,060.91

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,539,984.00	$3,256,000.00	$283,984.00
Structures	633,117.00	582,000.00	51,117.00
	$4,173,101.00	$3,838,000.00	$335,101.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Estimated cost of work by Pacific Northwest Bell.

Telephone Company Forces

Labor	$14,432.00
Material.	35,284.00
Equipment	1,660.00
Salvage	(2,734.00)
Subtotal	$48,642.00

Contract work by Kinnan Logging Company, Camas Valley, Oregon

Contract.	$42,358.80
Total Cost	$91,000.80

Estimated cost of work by the Southern Pacific Company.

Protective Service

Estimated cost of Railroad furnished service because of contractor's work.

Laborer	$23.72	per 8 hr. shift
Health, Welfare, etc. 30%	7.12	per 8 hr. shift
	$30.84	
Travel Pay	11.20	per day
Per Diem	12.00	per day
	$54.04	
USE	$54.00	one man per 8 hr. shift

Estimated time of protective service for the project is 6 months at 20 days (shifts) per month or 120 shifts.

Protective service	120 x 54.00 =	$ 6,480.00
Overtime and contingencies	20% =	1,296.00
		$ 7,776.00
	USE	$ 8,000.00

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Railroad Work

Signal Work	$1,520.00
Communication Work	992.00
Freight	60.00
Equipment	136.00
Material Handling Charge	88.00
Vacation Allowance	85.00
Holiday Pay	34.00
Health and Welfare	132.00
RR Ret. and Unemp. Taxes	300.00
PL, PD, WC Ins.	110.00
Accounting and Billing	173.00
Contingencies	345.00
Salvage Credit	(1,260.00)
	$2,715.00

Estimated cost of work by the Western Union Telegraph Company.

Labor	$2,371.00
Materials	675.00
Equipment	345.00
Misc. Expense	40.00
Salvage Credit	(150.00)
	$3,281.00

Estimated cost of work by Pacific Power and Light Company.

Transmission Line

Materials	$ 797.00
Labor	1,152.00
Equipment	125.00
Accounting, etc.	415.00
Salvage Credit	(117.00)
	$2,372.00

Distribution Line

Materials	$1,522.00
Labor	2,498.00
Equipment	277.00
Accounting, etc.	859.00
Related Operating Expense	253.00
Salvage Credit	(1,421.00)
	$3,988.00

State Share 10/13 or 76.9% $3,067.00

Total State Share $5,439.00

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Estimated cost of work by the California-Pacific Utilities Company.

Labor	$3,652.40
Materials	1,405.48
Equipment	820.00
Overhead, etc.	881.68
Salvage	(133.61)
	$6,625.95
State Share 31/34 =	$6.041.31

Oregon State Highway Department

Federal Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 18, 1964

Type Code 6201
Roadway (Sta. "L" 3006+31.13 to Sta. 3387+00)

Clearing and Grubbing	All	Required		$ 75,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		5,000.00
Drainage Excavation, Unclassified	9,200	cu.yds.	$ 3.25	29,900.00
Toe Trench Excavation, Common	6,600	cu.yds.	1.85	12,210.00
General Excavation, Unclassified	1,420,000	cu.yds.	0.88	1,249,600.00
Extra for Selected Rock Embankment Material	96,000	cu.yds.	0.60	57,600.00
Extra for Selected Topsoil Material	2,000	cu.yds.	1.50	3,000.00
Short Overhaul	4,590,000	yd.stas.	0.01	45,900.00
Long Overhaul	355,000	C-yd.stas.	0.35	124,250.00
Finishing Roadbed and Slopes	All	Required		11,000.00
Rounding Cutbanks	20,000	lin.ft.	0.20	4,000.00
Seeding	65	acres	150.00	9,750.00
Mulching	65	acres	225.00	14,625.00
Grass Seed, Creeping Red Fescue	710	lbs.	0.90	639.00
Grass Seed, Chewings Fescue	520	lbs.	0.90	468.00
Grass Seed, Perennial Ryegrass	190	lbs.	0.50	95.00
Grass Seed, Newport Bluegrass	320	lbs.	1.00	320.00
Dutch White Clover	190	lbs.	1.00	190.00
Inorganic Fertilizer, 10-16-8	260	cwt.	6.00	1,560.00
Jute Matting	5,000	sq.yds.	0.50	2,500.00
12-inch Culvert Pipe	60	lin.ft.	3.75	225.00
12-inch Culvert Pipe	380	lin.ft.	3.75	1,425.00
18-inch Culvert Pipe	4,200	lin.ft.	5.00	21,000.00
24-inch Culvert Pipe	1,220	lin.ft.	8.00	9,760.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.00	2,560.00
30-inch Culvert Pipe	300	lin.ft.	11.00	3,300.00
36-inch Culvert Pipe	280	lin.ft.	14.50	4,060.00
48-inch Metal Culvert Pipe	310	lin.ft.	27.50	8,525.00
Extra for Pipe Under Pavement	60	lin.ft.	5.00	300.00
6-inch Perforated Drain Pipe	3,000	lin.ft.	2.00	6,000.00
8-inch Perforated Drain Pipe	5,950	lin.ft.	2.50	14,875.00
12-inch Drain Pipe	700	lin.ft.	3.75	2,625.00
Special Backfill in Drains	1,090	cu.yds.	6.00	6,540.00

18-inch Culvert End Sections	36	only	$ 40.00	$ 1,440.00
24-inch Culvert End Sections	12	only	55.00	660.00
30-inch Culvert End Sections	4	only	110.00	440.00
36-inch Culvert End Sections	1	only	135.00	135.00
96-inch Structural Plate Pipe	50	lin.ft.	55.00	2,750.00
Salvage & Reinstall Culvert Pipe	100	lin.ft.	3.50	350.00
Concrete Inlets, Type G-1	15	only	100.00	1,500.00
Concrete Manholes	6	only	400.00	2,400.00
Concrete Curbs	160	cu.yds.	45.00	7,200.00
Concrete Surfacing	460	sq.yds.	4.50	2,070.00
Class "A" Concrete in Box Culverts	540	cu.yds.	55.00	29,700.00
Metal Reinforcement in Box Culverts	110,000	lbs.	0.15	16,500.00
Metal Guard Rail	47,000	lin.ft.	2.50	117,500.00
Metal Median Barrier	26,000	lin.ft.	3.75	97,500.00
Type 2 Barricade	800	lin.ft.	4.50	3,600.00
Rail End Pieces	76	only	5.00	380.00
Salvage and Stockpile Guard Rail	9,400	lin.ft.	1.50	14,100.00
Salvage and Reinstall Guard Rail	1,200	lin.ft.	1.50	1,800.00
Guard Rail-Salvaged Barricade	800	lin.ft.	1.50	1,200.00
Guide Posts, W-1	360	only	7.00	2,520.00
Guide Posts, Y-1	300	only	7.50	2,250.00
Guide Posts, Y-2	10	only	8.00	80.00
Type 2 Fence	2,300	rods	7.50	17,250.00
Type 3 Fence	220	rods	20.00	4,400.00
Loose Riprap	1,050	cu.yds.	2.50	2,625.00
Selected Rock Backfill	35,000	cu.yds.	1.50	52,500.00
Detour Surfacing	1,400	lin.ft.	3.00	4,200.00
Coarse Crushed Material in Base	267,000	tons	1.35	360,450.00
3/4"-0 Material in Base	16,000	tons	1.50	24,000.00
Sprinkling	9,200	M-gals.	3.00	27,600.00
Preparation of Base	All	Required		50[illegible].00
3/4"-0 Material in Binder Course	50	cu.yds.	4.00	200.00
Furnishing & Placing Aggreates	250	cu.yds.	4.00	1,000.00
RC-250 Asphalt	8	tons	75.00	600.00
120-150 Asphalt	19	tons	50.00	950.00
RS-1 Asphalt	30	tons	65.00	1,950.00
Plant-Mix Bituminous Base	41,000	tons	3.75	153,750.00
Asphalt in Bituminous Base	1,630	tons	35.00	57,050.00
Asphaltic Concrete Mixture	62,000	tons	4.00	248,000.00
Asphalt in Mixture	3,420	tons	35.00	119,700.00
Asphaltic Concrete Curbs	3,000	lin.ft.	1.00	3,000.00
Roadway Illumination Removal and Relocation	All	Required		2,20[illegible].00
Removal of Existing Sign Installations	All	Required		300.0
Furnish 8" BP 36# Steel Piling	469	lin.ft.	5.50	2,579.50
Drive Steel Piles	33	only	75.00	2,475.00
Sign Support Footings	All	Required		1,350.00
Metal Sign Posts	All	Required		2,650.00

Single Sign Supports	All Required		$ 7,350.00
Double Sign Support	All Required		2,200.00
Wood Sign Posts	All Required		1,600.00
Type "A" and "B" Signs in Place	3,095 sq.ft.	$ 5.30	16,403.50
Type "C", "D" and "R" Signs in Place	838 sq.ft.	3.60	3,016.80'
Type "E", "F" and "G" Signs in Place	284 sq.ft.	3.80	1,079.20
Type "P" Signs in Place	57 sq.ft.	5.00	285.00
Retaining Wall on "C" Line			
Structural Excavation	100 cu.yds.	$ 5.00	$ 500.00
Class "A" Concrete	30 cu.yds.	60.00	1,800.00
Metal Reinforcement	3,200 lbs.	0.15	480.00
Equipment Pass Retaining Wall			
Structural Excavation	250 cu.yds.	5.00	$ 1,250.00
Class "A" Concrete	97 cu.yds.	60.00	5,820.00
Metal Reinforcement	8,600 lbs.	0.15	1,290.00
			$3,169,231.00
Flagging (57½% of Contractor's Cost)	All Required		$ 20,000.00
Slide Removal	All Required		100,000.00
Horizontal Drains	All Required		8,000.00
Guide Signs	All Required		400.00
Adjust Water Lines	All Required		1,000.00
			$ 129,400.00

Utilities

Work by Pacific N.W. Bell	All Required		$ 76,529.00
California-Pacific Utilities Co.	All Required		600.00
Pacific Power & Light Co.	All Required		3,000.00
			$ 80,129.00
		Subtotal	$3,378,760.00
		10% Engr. & Cont.	337,876.00
		Total	$3,716,636.00

Type Code X220
Clark's Branch Road O'xing (Br. #7839A)(Sta. Ln 3119+37.44 to Sta. Ln 3120+62.44)

Shoring, Cribbing, etc.	All Required		$ 1,500.00
Structural Excavation	250 cu.yds.	$ 6.00	1,500.00
Structural Excavation Below Elevation Shown	25 cu.yds.	7.00	175.00
Class "A" Concrete (410 cu.yds. $75.00)	All Required		30,750.00
Metal Reinforcement (103,000 lbs. $0.125)	All Required		12,875.00
8-inch Metal Drain Pipe	70 lin.ft.	4.00	280.00
			$ 47,080.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12)

Southbound (Br. #7841-A)

Shoring, Cribbing, etc.	All Required		$ 10,000.00
Structural Excavation	730 cu.yds.	$ 7.00	5,110.00
Structural Excavation Below Elevation Shown	75 cu.yds.	10.00	750.00
Furnish 10" BP #42 Steel Piling	2,390 lin.ft.	5.00	11,950.00
Drive Steel Piles	44 only	70.00	3,080.00
Splice Steel Piles	11 only	35.00	385.00
Class "A" Concrete (2,210 cu.yds. $80.00)	All Required		176,800.00
70'-75' Type IV Prestressed Beams	17 only	1,750.00	29,750.00
75'-80' Type IV Prestressed Beams	13 only	1,900.00	24,700.00
80'-85' Type IV Prestressed Beams	1 only	2,100.00	2,100.00
85'-90' Type IV Prestressed Beams	1 only	2,200.00	2,200.00
Metal Reinforcement (412,000 lbs. $0.125)	All Required		51,500.00
Structural Steel (Carbon 330,400 lbs. $0.24 Low Alloy 191,200 lbs. $0.26)	All Required		129,008.00
Metal Parapet Railing	1,766 lin.ft.	7.00	12,362.00
6-inch Standard Steel Piling	185 lin.ft.	12.00	2,220.00
8-inch Standard Steel Piling	90 lin.ft.	14.00	1,260.00
			$ 463,175.00

Northbound (Br. #7841-B)

Remodel Booth Ranch Bridge	All Required		$ 2,000.00
Furnish 10" BP 42# Steel Piling	270 lin.ft.	$ 5.00	1,350.00
Drive Steel Piles	6 only	70.00	420.00

Splice Steel Piles	2 only	35.00	$ 70.00
Class "A" Concrete (132 cu.yds. $80.00)	All Required		10,560.00
Metal Reinforcement (34,000 lbs. $0.125)	All Required		4,250.00
Metal Parapet Railing	118 lin.ft.	7.00	826.00
			$ 19,476.00

Type Code X221
Boomer Hill O'xing Widening (Br. #7900A)(Sta. 3282+38 to Sta. 3283+62)

Remodel Boomer Hill Road O'xing	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		2,000.00
Structural Excavation	100 cu.yds.	$ 6.00	600.00
Structural Excavation Below Elevation Shown	10 cu.yds.	7.00	70.00
Furnish 10" BP 42# Steel Piling	650 lin.ft.	5.00	3,250.00
Drive Steel Piles	24 only	70.00	1,680.00
Splice Steel Piles	6 only	35.00	210.00
Class "A" Concrete (182 cu.yds. $85.00)	All Required		15,470.00
Metal Reinforcement (50,500 lbs. $0.13)	All Required		6,565.00
8-inch Metal Drain Pipe	55 lin.ft.	4.00	220.00
			$ 35,065.00

Remove Booth Ranch Interchange O'xing			
Remove Old Structure	All Required		$ 10,000.00
Work by Western Union Tel. Co.	All Required		$ 4,000.00
Work by Southern Pacific Co.	All Required		2,715.00
Protective Service by S.P. Co.	All Required		8,000.00
			$ 14,715.00
Realign Existing Booth Ranch Bridge	All Required		$ 7,500.00
	Subtotal		$ 597,011.00
	10% Engr. & Cont.		59,701.00
	Total		$ 656,712.00

Length of Roadway - - - - - - - - - - -6.993 miles
Length of 3 Structures- - - - - - - - - -0.214 miles
Total Length - - - - - - - - - - -7.207 miles
Cost of Roadway Per Mile- - - - - - -$531,479.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,716,636.00	$3,419,000.00	$297,636.00
Structures	656,712.00	604,000.00	52,712.00
	$4,373,348.00	$4,023,000.00	$350,348.00

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Estimated Cost of Work by Pacific Northwest Bell:

Telephone Company Forces

Labor	$9,662.00
Material	27,952.00
Equipment	956.00
	$38,570.00

Contract Work by Kinnan Logging Company,
Camas Valley, Oregon

Contract	$27,958.80	
Total Cost		$ 66,529.00

Estimated Cost of Work by the Southern Pacific Company:

Protective Service
Estimated Cost of Railroad furnished service
because of Contractor's Work.

Laborer	$23.72 per 8 hr. shift
Health, Welfare, etc. (30%)	7.12 per 8 hr. shift
	$30.84
Travel Pay	11.20 per day
Per Diem	12.00 per day
	$54.00 One man per 8 hr. shift.

Estimated time of protective service for
the project is 6 months at 20 day (shifts)
per month or 120 shifts.

Protective Service 120x54.00 =	$ 6,480.00
Overtime and Contingencies 20%=	1,296.00
	$ 7,776.00
Use	$ 8,000.00

Railroad Work:

Signal Work	$1,520.00
Communication Work	992.00
Freight	60.00
Equipment	136.00
Material Handling Charge	88.00
Vacation Allowance	85.00
Holiday Pay	34.00
Health and Welfare	132.00
R.R. Ret. and Unemp. Taxes	300.00
P.L., P.D., W.C. Ins.	110.00
Accounting and Billing	173.00
Contingencies	345.00
Salvage Credit	-1,260.00 Credit
	$2,715.00

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION

PROJECT NO. I-5-2(32)109

Prestressed Beam Quantities

70' - 75' Beams

Overhead			$ 100.00
Class "A-A" Concrete	15.5 cu.yds.	$58.00	899.00
Metal Reinforcement	1200 lbs.	0.12	144.00
Prestress Steel	1200 lbs.	0.50	600.00
			$1,743.00

75' - 80' Beams

Overhead			$ 100.00
Class "A-A" Concrete	16.9 cu.yds.	$58.00	980.20
Metal Reinforcement	1320 lbs.	0.12	158.40
Prestress Steel	1500 lbs.	0.50	750.00
			$1,988.00

80' - 85' Beams

Overhead			$ 100.00
Class "A-A" Concrete	17.6 cu.yds.	$58.00	1,020.80
Metal Reinforcement	1250 lbs.	0.12	150.00
Prestress Steel	1741 lbs.	0.50	870.50
			$2,141.30

85' - 90' Beams

Overhead			$ 100.00
Class "A-A" Concrete	18.6 cu.yds.	$58.00	1,078.80
Metal Reinforcement	1350 lbs.	.12	162.00
Prestress Steel	1870 lbs.	0.50	935.00
			$2,275.80

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 8-28	FO R-2 (RE 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)* 8-4-64	COUNTY Douglas
PROJECT REPORT NO. 7		PROJECT NO. I-5-2(32)109

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Roberts Mt. to Myrtle Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	7.207
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 4,044,976.00	$ 3,721,300.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer August 4, 1964

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION

PROJECT NO. I-5-2(32)109

Prestressed Beam Quantities

70' - 75' Beams

Overhead			$ 100.00
Class "A-A" Concrete	15.5 cu.yds.	$58.00	899.00
Metal Reinforcement	1200 lbs.	0.12	144.00
Prestress Steel	1200 lbs.	0.50	600.00
			$1,743.00

75' - 80' Beams

Overhead			$ 100.00
Class "A-A" Concrete	16.9 cu.yds.	$58.00	980.20
Metal Reinforcement	1320 lbs.	0.12	158.40
Prestress Steel	150 lbs.	0.50	750.00
			$1,988.00

80' - 85' Beams

Overhead			$ 100.00
Class "A-A" Concrete	17.6 cu.yds.	$58.00	1,020.80
Metal Reinforcement	1250 lbs.	0.12	150.0
Prestress Steel	1741 lbs.	0.50	870.50
			$2,141.30

85' - 90' Beams

Overhead			$ 100.00
Class "A-A" Concrete	18.6 cu.yds.	$58.00	1,078.80
Metal Reinforcement	1350 lbs.	.12	162.00
Prestress Steel	1870 lbs.	0.50	935.00
			$2,275.80

From Ex. 2

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 8-28-1	FO R-2 (RE 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE **Oregon**
		COUNTY **Douglas**
PROJECT REPORT NO. 7	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 8-4-64	PROJECT NO. **I-5-2(32)109**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Roberts Mt. to Myrtle Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	7.207
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 4,044,976.00	$ 3,721,300.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By Lloyd P. Shaw

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By **A. W. Parsons**
(Division Engineer)

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer **August 4, 1964**

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

Federal-Aid
Oregon State Highway Department Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 13, 1964

Type Code 6201
Roadway (Sta. L 3006+31.13 to Sta. 3387+00)(Contract 6451)

Clearing and Grubbing	All	Required		$ 120,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	9,200	cu.yd.	$ 2.50	23,000.00
Toe Trench Excavation, Common	6,600	cu.yd.	1.00	6,600.00
General Excavation, Unclassified	1,420,000	cu.yd.	0.72	1,022,400.00
Extra for Selected Rock Embankment Material	96,000	cu.yd.	0.30	28,800.00
Extra for Selected Topsoil Material	2,000	cu.yd.	1.50	3,000.00
Short Overhaul	4,590,000	yd.sta.	0.01	45,900.00
Long Overhaul	355,000	C-yd.sta.	0.45	159,750.00
Finishing Roadbed and Slopes	All	Required		20,000.00
Rounding Cutbanks	20,000	lin.ft.	0.20	4,000.00
Seeding	65	acre	110.00	7,150.00
Mulching	65	acre	190.00	12,350.00
Grass Seed, Creeping Red Fescue	710	lb.	1.10	781.00
Grass Seed, Chewings Fescue	520	lb.	1.10	572.00
Grass Seed, Perennial Ryegrass	190	lb.	1.10	209.00
Grass Seed, Newport Bluegrass	320	lb.	1.10	352.00
Dutch White Clover	190	lb.	1.10	209.00
Inorganic Fertilizer, 10-16-8	260	cwt.	8.00	2,080.00
Jute Matting	5,000	sq.yd.	0.60	3,000.00
12-inch Culvert Pipe	60	lin.ft.	3.25	195.00
12-inch Culvert Pipe	380	lin.ft.	3.25	1,235.00
18-inch Culvert Pipe	4,200	lin.ft.	4.35	18,270.00
24-inch Culvert Pipe	1,220	lin.ft.	8.25	10,065.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.25	2,640.00
30-inch Culvert Pipe	300	lin.ft.	7.50	2,250.00
36-inch Culvert Pipe	280	lin.ft.	15.00	4,200.00
48-inch Metal Culvert Pipe	310	lin.ft.	22.00	6,820.00
Extra for Pipe Under Pavement	60	lin.ft.	10.00	600.00
6-inch Perforated Drain Pipe	3,000	lin.ft.	1.75	5,250.00
8-inch Perforated Drain Pipe	5,950	lin.ft.	2.25	13,387.50
12-inch Drain Pipe	700	lin.ft.	3.25	2,275.00
Special Backfill in Drains	1,090	cu.yd.	6.00	6,540.00
18-inch Culvert End Sections	36	only	35.00	1,260.00

24-inch Culvert End Sections	12	only	$ 50.00	$ 600.00
30-inch Culvert End Sections	4	only	85.00	340.00
36-inch Culvert End Sections	1	only	125.00	125.00
96-inch Structural Plate Pipe	50	lin.ft.	50.00	2,500.00
Salvage and Reinstall Culvert Pipe	100	lin.ft.	3.00	300.00
Concrete Inlets, Type G-1	15	only	100.00	1,500.00
Concrete Manholes	6	only	350.00	2,100.00
Concrete Curbs	160	cu.yd.	50.00	8,000.00
Concrete Surfacing	460	sq.yd.	10.00	4,600.00
Class "A" Concrete in Box Culverts	540	cu.yd.	60.00	32,400.00
Metal Reinforcement in Box Culverts	110,000	lb.	0.11	12,100.00
Metal Guard Rail	47,000	lin.ft.	2.50	117,500.00
Metal Median Barrier	26,000	lin.ft.	3.75	97,500.00
Type 2 Barricade	800	lin.ft.	3.50	2,800.00
Rail End Pieces	76	only	10.00	760.00
Salvage and Stockpile Guard Rail	9,400	lin.ft.	0.85	7,990.00
Salvage and Reinstall Guard Rail	1,200	lin.ft.	2.20	2,640.00
Guard Rail-Salvaged Barricade	800	lin.ft.	1.35	1,080.00
Guide Posts, W-1	360	only	7.00	2,520.00
Guide Posts, Y-1	300	only	8.00	2,400.00
Guide Posts, Y-2	10	only	9.00	90.00
Type 2 Fence	2,300	rod	7.50	17,250.00
Type 3 Fence	220	rod	23.00	5,060.00
Loose Riprap	1,050	cu.yd.	4.00	4,200.00
Selected Rock Backfill	35,000	cu.yd.	0.75	26,250.00
Detour Surfacing	1,400	lin.ft.	6.00	8,400.00
Coarse Crushed Material in Base	267,000	ton	1.70	453,900.00
3/4" - 0 Material in Base	16,000	ton	1.80	28,800.00
Sprinkling	9,200	M-gal.	2.50	23,000.00
Preparation of Base	All	Required		5,000.00
3/4" - 0 Material in Binder Course	50	cu.yd.	7.00	350.00
Furnishing and Placing Aggregates	250	cu.yd.	5.00	1,250.00
RC-250 Asphalt	8	ton	100.00	800.00
120-150 Asphalt	19	ton	100.00	1,900.00
RS-1 Asphalt	30	ton	100.00	3,000.00
Plant-Mix Bituminous Base	41,000	ton	3.25	133,250.00
Asphalt in Bituminous Base	1,630	ton	35.40	57,702.00
Asphaltic Concrete Mixture	62,000	ton	3.25	201,500.00
Asphalt in Mixture	3,420	ton	35.40	121,068.00
Asphaltic Concrete Curbs	3,000	lin.ft.	1.00	3,000.00
Roadway Illumination Removal and Relocation	All	Required		2,500.00
Removal of Existing Sign Installations	All	Required		200.00
Furnish 8" BP 36# Steel Piling	469	lin.ft.	5.40	2,532.60
Drive Steel Piles	33	only	85.00	2,805.00
Sign Support Footings	All	Required		756.00
Metal Sign Posts	All	Required		2,602.00

Single Sign Supports	All Required		$ 4,138.00
Double Sign Support	All Required		1,025.00
Wood Sign Posts	All Required		1,850.00
Type "A" and "B" Signs in Place	3,095 sq.ft.	$ 5.90	18,260.50
Type "C", "D" and "R" Signs in Place	838 sq.ft.	3.35	2,807.30
Type "E", "F" and "G" Signs in Place	284 sq.ft.	3.60	1,022.40
Type "P" Signs in Place	57 sq.ft.	5.90	336.30

Retaining Wall on "C" Line

Structural Excavation	100 cu.yd.	5.00	500.00
Class "A" Concrete	30 cu.yd.	60.00	1,800.00
Metal Reinforcement	3,200 lb.	0.12	384.00

Equipment Pass Retaining Wall

Structural Excavation	250 cu.yd.	5.00	1,250.00
Class "A" Concrete	97 cu.yd.	60.00	5,820.00
Metal Reinforcement	8,600 lb.	0.12	1,032.00
			$2,986,286.60

Flagging (57½% of Contractor's Cost)	All Required	$ 20,000.00
Slide Removal	All Required	100,000.00
Horizontal Drains	All Required	8,000.00
Guide Signs	All Required	400.00
Adjust Water Lines	All Required	1,000.00
		$ 129,400.00

Subtotal	$3,115,686.60
10% Engr. & Cont.	311,568.40
Total	$3,427,255.00

Type Code X220
Clark's Branch Road O'xing (Br. #7839A)(Sta. Ln 3119+37.44 to Sta. Ln 3120+62.44)
(Contract 6451)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	250 cu.yd.	$ 10.00	2,500.00
Structural Excavation Below Elevation Shown	25 cu.yd.	10.00	250.00
Class "A" Concrete (410 cu.yd.)	All Required		28,700.00
Metal Reinforcement (103,000 lb.)	All Required		11,500.00
8-inch Metal Drain Pipe	70 lin.ft.	3.00	210.00
			$ 45,160.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12) (Contract 6451)

Southbound (Br. #7841-A)

Shoring, Cribbing, etc.	All Required		$ 25,000.00
Structural Excavation	730 cu.yd.	$ 7.00	5,110.00
Structural Excavation Below Elevation Shown	75 cu.yd.	15.00	1,125.00
Furnish 10" BP 42# Steel Piling	2,390 lin.ft.	4.50	10,755.00
Drive Steel Piles	44 only	60.00	2,640.00
Splice Steel Piles	11 only	30.00	330.00
Class "A" Concrete (2,210 cu.yd.)	All Required		161,330.00
70'-75' Type IV Prestressed Beams	17 only	1,600.00	27,200.00
75'-80' Type IV Prestressed Beams	13 only	1,700.00	22,100.00
80'-85' Type IV Prestressed Beams	1 only	1,700.00	1,700.00
85'-90' Type IV Prestressed Beams	1 only	2,000.00	2,000.00
Metal Reinforcement (412,000 lb.)	All Required		45,000.00
Structural Steel (Carbon 330,400 lb.) (Low Alloy 191,200 lb.)	All Required		133,385.00
Metal Parapet Railing	1,766 lin.ft.	4.00	7,064.00
6-inch Standard Steel Piling	185 lin.ft.	15.00	2,775.00
8-inch Standard Steel Piling	90 lin.ft.	20.00	1,800.00
			$ 449,314.00

Northbound (Br. #7841-B)

Remodel Booth Ranch Bridge	All Required		$ 3,000.00
Furnish 10" BP 42# Steel Piling	270 lin.ft.	4.00	1,080.00
Drive Steel Piles	6 only	100.00	600.00
Splice Steel Piles	2 only	30.00	60.00
Class "A" Concrete (132 cu.yd.)	All Required		9,900.00
Metal Reinforcement (34,000 lb.)	All Required		4,000.00
Metal Parapet Railing	118 lin.ft.	4.50	531.00
			$ 19,171.00

Type Code X221
Boomer Hill O'xing Widening (Br. #7900-A) (Sta. 3282+38 to Sta. 3283+62)
(Contract 6451)

Remodel Boomer Hill Road O'xing	All Required		$ 3,000.00
Shoring, Cribbing, etc.	All Required		5,000.00
Structural Excavation	100 cu.yd.	$ 10.00	1,000.00
Structural Excavation Below Elevation Shown	10 cu.yd.	10.00	100.00
Furnish 10" BP 42# Steel Piling	650 lin.ft.	4.50	2,925.00
Drive Steel Piles	24 only	100.00	2,400.00
Splice Steel Piles	6 only	30.00	180.00

Class "A" Concrete (182 cu.yd.)	All Required		$ 13,650.00
Metal Reinforcement (50,500 lb.)	All Required		6,000.00
8-inch Metal Drain Pipe	55 lin.ft.	$ 3.00	165.00
			$ 34,420.00

Remove Booth Ranch Interchange O'xing

Remove Old Structure	All Required	$ 6,000.00
Realign Existing Booth Ranch Bridge	All Required	7,500.00
	Subtotal	$ 561,565.00
	10% Engr. & Cont.	56,156.00
	Total	$ 617,721.00

Length of Roadway - - - - - 6.993 Miles
Length of 3 Structures- - - 0.214 Mile
Total Length- - - - - - - - 7.207 Miles
Cost of Roadway Per Mile- - $490,097.95

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,427,255.00	$3,153,000.00	$274,255.00
Structures	617,721.00	568,300.00	49,421.00
	$4,044,976.00	$3,721,300.00	$323,676.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

WORK RETAINED IN P.S. & E. STATUS

Description	Total Cost	Federal Funds	State Funds
Work by Pacific N.W. Bell	$ 84,181.00	$ 77,400.00	$ 6,781.00
Work by California-Pacific Utilities	660.00	600.00	60.00
Work by Pacific Power & Light	3,300.00	3,000.00	300.00
Work by Western Union	4,400.00	4,000.00	400.00
Work by S.P. Co.	2,986.00	2,700.00	286.00
Prot. Service by S.P. Co.	8,800.00	8,000.00	800.00
	$ 104,327.00	$ 95,700.00	$ 8,627.00

ROBERTS MTN.-MYRTLE CR. SECTION

PROJECT NO. I-5-2(32)109

Estimated cost of work by Pacific Northwest Bell.

Telephone Company Forces

Labor	$ 9,662.00
Material	27,952.00
Equipment	956.00
	$38,570.00

Contract work by Kinnan Logging Company, Camas Valley, Oregon

Contract	$27,958.80	
	Total Cost	$66,529.00

Estimated cost of work by the Southern Pacific Company.

Protective Service

Estimated cost of Railroad-furnished service because of contractor's work.

Laborer	$23.72	per 8 hr. shift
Health, Welfare, etc. 30%	7.12	per 8 hr. shift
	$30.84	
Travel Pay	$11.20	per day
Per Diem	12.00	per day
	$54.00	one man per 8 hr. shift

Estimated time of protective service for the project is 6 mos. at 20 days (shifts) per month or 120 shifts.

Protective Service	120 x $54.00 =	$6,480.00
Overtime and Contingencies	20%=	1,296.00
		$7,776.00
	USE	$8,000.00

ROBERTS MTN.-MYRTLE CR. SECTION - contd.

PROJECT NO. I-5-2(32)109

Railroad Work

Signal Work	$1,520.00
Communication Work	992.00
Freight	60.00
Equipment	136.00
Material Handling Charge	88.00
Vacation Allowance	85.00
Holiday Pay	34.00
Health and Welfare	132.00
R.R. Ret. and Unemp. Taxes	300.00
P.L., P.D., W.C. Ins.	110.00
Accounting and Billing	173.00
Contingencies	345.00
Salvage Credit	-1,260.00 Cr.
	$2,715.00

Oregon State Highway Department

Federal Aid
Project No. I-5-2(32)109

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, May 28, 1964

Type Code 6201
Roadway (Sta. L 3006+31.13 to Sta. 3387+00)

Clearing and Grubbing	All	Required		$ 75,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		5,000.00
Drainage Excavation, Unclassified	9,200	cu.yds.	$ 3.25	29,900.00
Toe Trench Excavation, Common	6,600	cu.yds.	1.85	12,210.00
General Excavation, Unclassified	1,420,000	cu.yds.	0.88	1,249,600.00
Extra for Selected Rock Embankment Material	96,000	cu.yds.	0.60	57,600.00
Extra for Selected Topsoil Material	2,000	cu.yds.	1.50	3,000.00
Short Overhaul	4,590,000	yd.sta.	0.01	45,900.00
Long Overhaul	355,000	C-yd.sta.	0.35	124,250.00
Finishing Roadbed and Slopes	All	Required		11,000.00
Rounding Cutbanks	20,000	lin.ft.	0.20	4,000.00
Seeding	65	acres	150.00	9,750.00
Mulching	65	acres	225.00	14,625.00
Grass Seed, Creeping Red Fescue	710	lbs.	0.90	639.00
Grass Seed, Chewings Fescue	520	lbs.	0.90	468.00
Grass Seed, Perennial Ryegrass	190	lbs.	0.50	95.00
Grass Seed, Newport Bluegrass	320	lbs.	1.00	320.00
Dutch White Clover	190	lbs.	1.00	190.00
Inorganic Fertilizer, 10-16-8	260	cwt.	6.00	1,560.00
Jute Matting	5,000	sq.yds.	0.50	2,500.00
8-inch Culvert Pipe	70	lin.ft.	2.50	175.00
12-inch Culvert Pipe	360	lin.ft.	3.75	1,350.00
18-inch Culvert Pipe	4,000	lin.ft.	5.00	20,000.00
24-inch Culvert Pipe	1,550	lin.ft.	8.00	12,400.00
30-inch Culvert Pipe	300	lin.ft.	11.00	3,300.00
36-inch Culvert Pipe	280	lin.ft.	14.50	4,060.00
48-inch Metal Culvert Pipe	310	lin.ft.	27.50	8,525.00
Extra for Pipe Under Pavement	60	lin.ft.	5.00	300.00
6-inch Perforated Drain Pipe	3,000	lin.ft.	2.00	6,000.00
8-inch Perforated Drain Pipe	5,950	lin.ft.	2.50	14,875.00
12-inch Drain Pipe	700	lin.ft.	3.75	2,625.00
Special Backfill in Drains	1,090	cu.yds.	6.00	6,540.00
18-inch Culvert End Sections	36	only	40.00	1,440.00

24-inch Culvert End Sections	12	only	$ 55.00	$ 660.00
30-inch Culvert End Sections	4	only	110.00	440.00
36-inch Culvert End Sections	1	only	135.00	135.00
96-inch Structural Plate Pipe	50	lin.ft.	55.00	2,750.00
Salvage and Reinstall Culvert Pipe	100	lin.ft.	3.50	350.00
Concrete Inlets, Type G-1	15	only	100.00	1,500.00
Concrete Manholes	6	only	400.00	2,400.00
Concrete Curbs	160	cu.yds.	45.00	7,200.00
Concrete Surfacing	460	sq.yds.	4.50	2,070.00
Class "A" Concrete in Box Culverts	540	cu.yds.	55.00	29,700.00
Metal Reinforcement in Box Culverts	110,000	lbs.	0.15	16,500.00
Metal Guard Rail	47,000	lin.ft.	2.50	117,500.00
Metal Median Barrier	26,000	lin.ft.	3.75	97,500.00
Type 2 Barricade	800	lin.ft.	4.50	3,600.00
Rail End Pieces	76	only	5.00	380.00
Salvage and Stockpile Guard Rail	9,400	lin.ft.	1.50	14,100.00
Salvage and Reinstall Guard Rail	1,200	lin.ft.	1.50	1,800.00
Guard Rail-Salvaged Barricade	800	lin.ft.	1.50	1,200.00
Guide Posts, W-1	360	only	7.00	2,520.00
Guide Posts, Y-1	300	only	7.50	2,250.00
Guide Posts, Y-2	10	only	8.00	80.00
Type 2 Fence	2,300	rods	7.50	17,250.00
Type 3 Fence	220	rods	20.00	4,400.00
Loose Riprap	1,050	cu.yds.	2.50	2,625.00
Selected Rock Backfill	35,000	cu.yds.	1.50	52,500.00
Detour Surfacing	1,400	lin.ft.	3.00	4,200.00
Coarse Crushed Material in Base	254,000	tons	1.35	342,900.00
3/4" - 0 Material in Base	29,000	tons	1.50	43,500.00
Sprinkling	9,200	M-gal.	3.00	27,600.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	50	cu.yds.	4.00	200.00
Furnishing and Placing Aggregates	250	cu.yds.	4.00	1,000.00
RC-250 Asphalt	8	tons	75.00	600.00
120-150 Asphalt	19	tons	50.00	950.00
RS-1 Asphalt	30	tons	65.00	1,950.00
Plant-Mix Bituminous Base	41,000	tons	3.75	153,750.00
Asphalt in Bituminous Base	1,630	tons	35.00	57,050.00
Asphaltic Concrete Mixture	62,000	tons	4.00	248,000.00
Asphalt in Mixture	3,420	tons	35.00	119,700.00
Asphaltic Concrete Curbs	3,000	lin.ft.	1.00	3,000.00
Roadway Illumination Removal and Relocation	All	Required		2,200.00
Removal of Existing Sign Installations	All	Required		300.00
Furnish 8" BP 36# Steel Piling	469	lin.ft.	5.50	2,579.50
Drive Steel Piles	33	only	75.00	2,475.00
Sign Support Footings	All	Required		1,350.00
Metal Sign Posts	All	Required		2,650.00
Single Sign Supports	All	Required		7,350.00
Double Sign Support	All	Required		2,200.00
Wood Sign Posts	All	Required		1,600.00

Type "A" and "B" Signs in Place	3,095 sq.ft.	$ 5.30	$ 16,403.50
Type "C", "D" and "R" Signs in Place	838 sq.ft.	3.60	3,016.80
Type "E", "F" and "G" Signs in Place	284 sq.ft.	3.80	1,079.20
Type "P" Signs in Place	57 sq.ft.	5.00	285.00
Retaining Wall on "C" Line			
Structural Excavation	100 cu.yds.	$ 5.00	$ 500.00
Class "A" Concrete	30 cu.yds.	60.00	1,800.00
Metal Reinforcement	3,200 lbs.	0.15	480.00
Equipment Pass Retaining Wall			
Structural Excavation	250 cu.yds.	$ 5.00	$ 1,250.00
Class "A" Concrete	97 cu.yds.	60.00	5,820.00
Metal Reinforcement	8,600 lbs.	0.15	1,290.00
			$3,170,136.00
Flagging (57½% of Contractor's Cost)	All Required		20,000.00
Slide Removal	All Required		100,000.00
Horizontal Drains	All Required		8,000.00
Guide Signs	All Required		400.00
Adjust Water Lines	All Required		1,000.00
			$ 129,400.00
Utilities			
Work by Pacific N.W. Bell	All Required		$ 66,529.00
California-Pacific Utilities Co.	All Required		600.00
Pacific Power & Light Co.	All Required		3,000.00
			$ 70,129.00
	Subtotal		$3,369,665.00
	10% Engr. & Cont.		336,966.00
	Total		$3,706,631.00

Type Code X220
Clarks Branch Road O'xing (Br. #7839A)(Sta. Ln 3119+37.44 to Sta. Ln 3120+62.44)

Shoring, Cribbing, etc.	All Required		$ 1,500.00
Structural Excavation	250 cu.yds.	$ 6.00	1,500.00
Structural Excavation Below Elevation Shown	25 cu.yds.	7.00	175.00
Class "A" Concrete (410 cu.yds. $75.00)	All Required		30,750.00

Metal Reinforcement (103,000 lbs. $0.125)	All Required			$ 12,875.00
8-inch Metal Drain Pipe	70	lin.ft.	$ 4.00	280.00
				$ 47,080.00

Type Code X932
Booth Ranch Bridge (Sta. Ls 3160+82.08 to Sta. Ls 3169+65.12)

Southbound (Br. #7841-A)

Shoring, Cribbing, etc.	All Required			$ 10,000.00
Structural Excavation	730	cu.yds.	$ 7.00	5,110.00
Structural Excavation Below Elevation Shown	75	cu.yds.	10.00	750.00
Furnish 10" BP #42 Steel Piling	2,390	lin.ft.	5.00	11,950.00
Drive Steel Piles	44	only	70.00	3,080.00
Splice Steel Piles	11	only	35.00	385.00
Class "A" Concrete (2,210 cu.yds. $80.00)	All Required			176,800.00
70'-75' Type IV Prestressed Beams	17	only	1,750.00	29,750.00
75'-80' Type IV Prestressed Beams	13	only	1,900.00	24,700.00
80'-85' Type IV Prestressed Beams	1	only	2,100.00	2,100.00
85'-90' Type IV Prestressed Beams	1	only	2,200.00	2,200.00
Metal Reinforcement (412,000 lbs. $0.125)	All Required			51,500.00
Structural Steel (Carbon 330,400 lbs. $0.24) (Low Alloy 191,200 lbs. 0.26)	All Required			129,008.00
Metal Parapet Railing	1,766	lin.ft.	7.00	12,362.00
6-inch Standard Steel Piling	185	lin.ft.	12.00	2,220.00
8-inch Standard Steel Piling	90	lin.ft.	14.00	1,260.00
				$ 463,175.00

Northbound (Br. #7841B)

Remodel Booth Ranch Bridge	All Required			$ 2,000.00
Furnish 10" BP 42# Steel Piling	270	lin.ft.	$ 5.00	1,350.00
Drive Steel Piles	6	only	70.00	420.00
Splice Steel Piles	2	only	35.00	70.00
Class "A" Concrete (132 cu.yds. $80.00)	All Required			10,560.00
Metal Reinforcement (34,000 lbs. $0.125)	All Required			4,250.00
Metal Parapet Railing	118	lin.ft.	7.00	826.00
				$ 19,476.00

Type Code X221
Boomer Hill O'xing Widening (Br. #7900A)(Sta. 3282+38 to Sta. 3283+62)

Remodel Boomer Hill Road O'xing	All Required			$ 5,000.00
Shoring, Cribbing, etc.	All Required			2,000.00
Structural Excavation	100	cu.yds.	$ 6.00	6[illegible]
Structural Excavation Below Elevation Shown	10	cu.yds.	7.00	70.00

Furnish 10" BP 42# Steel Piling	650 lin.ft.	$ 5.00	$ 3,250.00
Drive Steel Piles	24 only	70.00	1,680.00
Splice Steel Piles	6 only	35.00	210.00
Class "A" Concrete (182 cu.yds. $85.00)	All Required		15,470.00
Metal Reinforcement (50,500 lbs. $0.13)	All Required		6,565.00
8-inch Metal Drain Pipe	55 lin.ft.	4.00	220.00
			$ 35,065.00

Remove Booth Ranch Interchange O'xing

Remove Old Structure	All Required	$ 10,000.00
Work by Western Union Tel. Co.	All Required	$ 4,000.00
Work by Southern Pacific Co.	All Required	22,000.00
Protective Service by S.P.Co.	All Required	8,000.00
		$ 34,000.00
Realign Existing Booth Ranch Bridge	All Required	$ 7,500.00
	Subtotal	$ 616,296.00
	10% Engr. & Cont.	61,629.00
	Total	$ 677,925.00

Length of Roadway - - - - - - - - - - - - -6.~~986~~ 993 miles
Length of 3 Structures- - - - - - - - - - -0.214 miles
Total Length - - - - - - - - - - - - - - - -7.207 miles
Cost of Roadway per Mile- - - - - - - - - -$530,579.87

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,706,631.00	$3,410,000.00	$296,631.00
Structures	677,925.00	623,000.00	54,925.00
	$4,384,556.00	$4,033,000.00	$351,556.00

ROBERTS MTN.-MYRTLE CR. SECTION

Project No. I-5-2(32)109

Estimated Cost of Work by Pacific Northwest Bell:

Telephone Company Forces

Labor	$ 9,662.00
Material	27,952.00
Equipment	956.00
	$38,570.00

Contract Work by Kinnan Logging Co.:
Camas Valley, Oregon

Contract	$27,958.80

Total Cost $ 66,529.00

Estimated Cost of Work by the Southern Pacific Co.:

Protective Service
Estimated cost of Railroad furnished service because of contractor's work.

Laborer	$23.72	per 8 hr. shift
Health, Welfare, etc. 30%	7.12	per 8 hr. shift
	$30.84	
Travel Pay	11.20	per day
Per Diem	12.00	per day
	$54.00	One man per 8 hr. shift

Estimated time of protective service for the project is 6 months at 20 day (shifts) per month or 120 shifts.

Protective Service	120x54.00	=	$6,480.00
Overtime and Contingencies	20%	=	1,296.00
			$7,776.00
	Use		$8,000.00

Railroad Work:

Estimated cost (by phone from R.R.) - $ 22,000.00
(Estimate will be corrected when itemized breakdown is received from the Railroad).

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION

Project No. I-5-2(32)109

Prestressed Beam Quantities:

70'-75' Beams

Overhead			
Class "A-A" Concrete	15.5 cu.yds.	$ 58.00	$ 100.00
Metal Reinforcement	1,200 lbs.	0.12	899.00
Prestressed Steel	1,200 lbs.	0.50	144.00
			600.0
			$ 1,743.00

75'-80' Beams

Overhead			$ 100.00
Class "A-A" Concrete	16.9 cu.yds.	$ 58.00	980.20
Metal Reinforcement	1,320 lbs.	.12	158.40
Prestress Steel	1,500 lbs.	0.50	750.00
			$ 1,988.00

80'-85' Beams

Overhead			$ 100.00
Class "A-A" Concrete	17.6 cu.yds.	$ 58.00	1,020.80
Metal Reinforcement	1,250 lbs.	0.12	150.00
Prestress Steel	1,741 lbs.	0.50	870.50
			$ 2,141.30

85'-90' Beams

Overhead			$ 100.00
Class "A-A" Concrete	18.6 cu.yds.	$ 58.00	1,078.80
Metal Reinforcement	1,350 lbs.	0.12	162.00
Prestress Steel	1,870 lbs.	0.50	935.00
			$ 2,275.80

RECEIVED
DEC 9 - 1969
FOR FILING

[illegible]
6451

December 9, 1969

3141

Oregon State Highway Commission

Gentlemen:

Roy L. Houck Sons' Corporation, contractor on the Roberts Mountain-Myrtle Creek Section of I-5, Contract No. 6451 in Douglas County, presented claims amounting to over $440,000 originally on this project. The project was completed in 1966 but due to the complexity of the claims, part of which involved a subcontractor, and the necessity of considerable tedious review of project records and lengthy negotiations with the contractor and the Bureau of Public Roads, the entire claim has only recently been satisfactorily resolved.

A compromise settlement with the contractor has been reached for an amount only approximately one-fifth of the original claim. The lump sum settlement includes an amount of $7,241.32 which will be nonparticipating with respect to Federal funds. The entire claim has been reviewed by our Highway Claims Review Board which unanimously sanctioned this added amount to effect a compromise complete and final settlement of all claims on the project.

The settlement is recommended as being in the State's best interest. Verbal approval was secured from Chairman Jackson on November 26. This matter will be on the agenda for your confirmation at the December 23 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
L. H. Young
V. E. Skoog
C. T. Keasey

JAB:fw sr

Routing
Morgan
Decker
Poss
Swan
Glenn
Litchfield
Gallagher
Stoll

RECEIVED
REFERRED TO
NOV 28 1969
BY DEPUTY STATE HIGHWAY ENGINEER
CONSTRUCTION
DIVISION

SUMMARY

ROBERTS MOUNTAIN-MYRTLE CREEK SECTION
CONTRACT NO. 6451

Contract Amount	$3,540,351.60	
Paid to Date	$4,216,354.39	(19% overrun)
Contract Awarded	June 26, 1964	
Specified Completion Actual Completion	October 31, 1965 August 4, 1966	) Complete time) extension approved by Hwy. Comm. 4-25-67

	Original Claim	Recommen-dation
1. Culvert Clean Out	$ 2,591.00	Paid - P.A. #26
2. Traffic Direction - Barricades	1,689.17	Paid - P.A. #26
3. Inlay Ratio Variation	97,884.58 *	($47,734.00)
4. Extra Select Rock Emb.	12,000.00 *	(5,948.97)
5. Directed Haul	10,000.00 *	(6,075.71)
6. Disruption of Schedule (an extra rock haul)	(Houck - $104,898.78 * (Warren NW $212,305.00) ~~(included $19,018.00 for~~ extra ~~rock haul~~).	~~$16,276.00~~ ~~paid on P.A.~~ ~~#27 for haul only.~~
Original Claim	$ 441,368.53	$20,556.17 Paid to settle ~~4~~ 3 items.
* Claim Amount Pending	$418,070.36	($59,758.68)
Contractor's compromise Offer	$67,000.00	

BRR expected to [illegible] this amount.

11-24-69: Contractor signed Price Agreement No. 28 as complete and final settlement in the amount of $67,000.

10-17-69

OK for $67000 settlement by Mr. Jackson on Nov 26.
To be placed on next agenda for confirmation RLP

ROY L. HOUCK SONS' CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON 97308
P.O. BOX 671 PHONE 585-5950

May 14, 1968

Routing
Morgan
RECEIVED
CONSTRUCTION DIVISION

E

F. D. Morgan
Construction Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon

RE: Contract 6451 - Roberts Mountain - Myrtle Creek Section

Dear Mr. Morgan:

Claim is here submitted for additional compensation to reimburse the contractor and its subcontractor for increased costs incurred on this project. This submittal is in accordance with preliminary discussions and notifications to your representatives that such a claim was forthcoming. These costs were caused by action of the State in increasing quantities and in making alterations in the details of construction which materially changed the character of the work to be performed or the cost thereof, and in failing to render decisions with reasonable promptness and other engineering delays and errors.

Because of the State's action the cost of performing the various surfacing items subcontracted to Warren Brothers Company was increased by $212,305 not including the excess cost of material transferred from Bear Gulch. These increased costs are set forth in Exhibits 1, 2 and 3 which show the excess of actual costs over the reasonably estimated costs; such reasonably estimated costs would have been realized if it were not for the State's action. Also attached as Exhibits 4, 5, 6 and 7 are analyses showing actual production of items 61, 62, 70 and 72 compared to reasonably estimated productions; the low actual production, with attendant increased costs, resulted from the disruption of normal work schedules caused by the State's action as described. In addition, Warren Brothers incurred excess costs of $19,018.00 for transferring materials from Bear Gulch to satisfy the needs of the State.

The work of Warren Brothers Company was originally programmed to commence on June 15, 1965 and to be completed by October 31, 1965. This schedule would have been met had it not been for the State's action; however the resulting disruption of the job caused this work to be done from June 1965 to August 1966 at greatly increased cost. The additional costs of Warren could also be computed by other methods, such as accumulating the excess equipment, overhead and other costs attributable to the State's action; however it is believed that under the circumstances the costs can most readily be seen by the method used.

The disruption of surfacing items not only increased the subcontractor's costs but also increased this contractor's costs because of the substantially longer time period required for their completion. Throughout the increased time period we were required to administer the project which otherwise would have been completed by November 1, 1965. Exhibits 8 and 9 show the resulting additional overhead costs. Exhibit 8 contains a breakdown of additional job indirect costs totaling $18,403. Exhibit 9 shows that the additional general administrative expense allocable to the job for this increased time period amounts to $57,477.78. These costs do not include specific additional costs for equipment which was rendered inefficient or idle and had to be moved to keep it busy; we recognize the impossibility of measuring such equipment costs with precision, but estimate that they were in an absolute minimum amount of $10,000.

In summary, the total additional costs incurred by this contractor and our subcontractor for which claim is here made are as follows:

Additional costs of Warren Brothers Company (exclusive of rock from Bear Gulch)	$ 212,305.00
Excess cost of rock transferred from Bear Gulch	19,018.00
Additional job indirect costs of Roy L. Houck Sons' Corporation	18,403.00
Additional general administrative expense of Roy L. Houck Sons' Corporation	57,477.78
Additional equipment costs	10,000.00
Total	$ 317,203.78

We realize that many problems unforeseen by the State and many problems that should have been known by the State in preparing the contract documents necessitated much of the State's action. However, it is not the obligation of either this Contractor or its subcontractor to bear the costs of these problems. Under our contract we are entitled to a fair and equitable allowance to recompense us for these increased costs. We believe your representatives are already aware of the nature of these problems, of the increased quantities and alterations as well as of the delays and errors, and that their review here is unnecessary.

If any additional information is desired, or if you believe that a conference would serve a useful purpose, please let us know and we would be pleased to assist you.

Yours very truly,

ROY L. HOUCK SONS' CORPORATION

Jim Lambie

Jim Lambie
Engineering Division Manager

JL:nk

Enclosures

RECEIVED
DEC 4 - 1969

FOR FILING

I-5 2(32)157
6451

December 4, 1969

General Insurance Co. of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

A post-final payment for $67,000 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,283,354.99 including the post-final payment. Of the total $269,921.36 is for force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon

Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
Carroll Keasey

RECEIVED
JUL 15 1969
FOR FILING

I-5-2(32)109
6451

July 15, 1969

General Insurance Company
of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

A post-final payment for $20,556.17 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,216,354.39 including the post-final payment. Of the total $269,921.36 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon

C. T. Keasey
V. E. Skoog
Attn: John Herr

RECEIVED
JUN 27 1969

I5-2(33)

6431

June 25, 1969

Oregon State Highway Commission

Gentlemen:

We have an overrun of the project authorization on Contract No. 6431, the Roberts Mountain-Myrtle Creek grading, paving, structures and signing project on the Pacific Highway in Douglas County. Roy L. Houck Sons' Corporation of Salem was the contractor. This is a Federal-aid Interstate project for which the original authorization was $4,269,208.05. By your action of June 2, 1966, this amount was increased to $4,599,134.20, when the project was 87 percent complete. The present anticipated cost is $4,834,057.42, indicating an overrun of $234,923.22 or 5.11 percent.

The current overrun is due to the resolution of extra work claims. These involve extra haul caused by an asphaltic concrete overrun and extraordinary ditch cleaning and reshaping following a severe storm. Because of the AC overrun, it was necessary for the contractor to haul material from another source that was quite remote from the job setup. General excavation and rock inlays overran due to troublesome slide problems. All of these items have Bureau of Public Roads approval and are eligible for Federal participation.

The request will be on the agenda for the July 18 meeting and I recommend that it have your favorable consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
D. J. Barbee
F. D. Morgan
L. H. Young
V. E. Skoog
C. T. Keasey

JAB:DES:fw fn

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1969

SUBJECT: Overrun of Project Authorization
Roberts Mountain-Myrtle Creek Section
Pacific Highway
Contract No. 6451

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Returned herewith is your file on our original submission concerning the subject overrun. We have revised the report on the expected overrun to reflect only current known items and have stressed the late adjustments in the letter to the Commission.

There are other claim matters still pending but with the increase in project authorization covered by the report, there should be adequate cushion for settlement of these matters without overrunning the project another time. Three parts of the original 6 part claim are still under negotiation. We believe there are proper bases for adjustment on the order of $60,000 to $80,000.

There is only about $6,000 available within the allowable 5 percent overrun. We are now holding two signed Price Agreements totaling $20,556.17 which settle two parts of the original claim and we have formal Bureau of Public Roads' approval of full participation in these two orders. We can't complete processing them and pay the contractor until an overrun authorization is approved.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB/DES:fw
Attachment

RECEIVED
JUN 18 1969
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 (12-57)

Hacd

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1969

SUBJECT: Overrun of Project Authorization
Roberts Mountain-Myrtle Creek Section
Pacific Highway
Contract No. 6451

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a Report on Expected Overrun of Project Authorization on the subject project. This project, for grading, paving, structures and signing, was under contract to Roy L. Houck Sons' Corporation of Salem. The original project authorization was increased to $4,599,134.20 by Commission action on June 2, 1966. At the present time, the authorized amount is overrun 4.66 per cent leaving only $15,589.66 "cushion" before additional authorization would be required. A claim from the contractor in the total amount of $441,368.00 has been under consideration for some time. Negotiations have evolved to where it is likely we will sanction some additional compensation to the contractor which would cause the overrun to exceed the allowable 5 per cent. We therefore believe it prudent to obtain authority for overrun now because a further delay could complicate our negotiations with the contractor.

The increase in the project authorization which the Highway Commission approved in June of 1966 (when the project was 87 per cent complete) was based on an overrun in the drainage and subdrainage items and an overrun in the slide correction work. There was also an increase in the engineering costs due to the length and complexity of the project.

The major reasons for the current overrun are overruns in the General Excavation, selected rock embankment material, asphaltic concrete, a further overrun in the slide correction work, excavation of unsuitable embankment material, and subsequent backfill, and hand rail modification on the Booth Ranch Bridge. The General Excavation overrun amounted to over $90,000 and is at least partially caused by slide correction work. The anticipated amount for slide correction was overrun by more than $150,000. This area is notable for its unstable cut slopes.

Some areas which required subexcavation and backfill resulted in expenditures totaling more than $70,000. The hand rail modification on the existing Booth

Ranch Bridge cost more than $29,000. We do not wish to estimate the amount that the claim settlement will ultimately be but we are fairly sure of adjustments that would run to $60,000 but have shown this as a contingency. There have been additional engineering costs incurred since the original increase in the project authorization amounting to some $52,000. This project was very complex requiring constant inspection and engineering costs are continuing to be incurred as a result of the current claim.

It is recommended that the project authorization be increased by $274,367.05. This is a Federal-aid Interstate project. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB/DES:fw

Attach.

cc V. L. Gallagher

RECEIVED
APR 15 1969
OFFICE OF
STATE HIGHWAY ENGINEER

ROBERTS MTN.-MYRTLE CR.
CONTRACT 6451

Reasons for Overrun of Project Authorization

1. Claim type settlement P.A. #26 - $4,280.17

    Clean out 48" Culvert Pipe and Outlet Ditch - Winter rains washed material into pipe and plugged outlet ditch requiring cleanout and work outside fenced right of way.

    Barricades to handle traffic through detour - Barricades were ordered by Resident Engineer but were not paid for at time due to misunderstanding.

2. Claim type settlement PA #27 - $16,276.00

    Load and haul aggregates from new source for overrun in A. C. and 3/4"-0. - This overrun was the result of construction under heavy traffic, also A. C. used in wedge sections to build new cross section over existing pavement plus extensive patching. At time this project was constructed, it was not uncommon for 3/4"-0 material to overrun due to compaction and shrinkage factors being too low. This has now been revised. Project was constructed under heavy traffic which contributed to loss of aggregates. The contractor had crushed plan quantities of A. C. and 3/4"-0 material before need for additional A. C. and 3/4"-0 was determined. Alternate source for additional materials involved a haul of 15 miles.

3. General Excavation - $91,767.10
    Primarily caused by slide correction work and final re-measure.

4. Slide Correction - $150,352.22
    Area is notable for unstable material.

5. Rock Emb. Material - $45,067.02
    Used for subgrade and slope stabilization.

6. Flagging - $37,460.33
    Slide work required extensive flagging to avoid delaying traffic.

7. Remove and Replace Handrail on Booth Ranch Bridge - $29,200.
    New Booth Ranch Bridge built with new standard handrail. Old bridge rail removed and new standard rail installed to match new structure.

DES:fw
7/7/69

RECEIVED
APR 2 - 1969

FOR FILING

I-5-2(32)109

6451

April 1, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Federal-aid Project Acceptance
Project No. I-5-2(32)109

Dear Sir:

Your August 9, 1966 endorsement noted that contract work on Contract No. 6451, Roberts Mountain-Myrtle Creek Section, in Douglas County, Federal-aid Project No. I-5-2(32)109, was satisfactory. The State Highway Commission authorized acceptance of the contract as of March 23, 1967.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order by State forces or others was completed August 4, 1966.

Contractor's wage certification is dated March 15, 1967.

Attachments are as follows:

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By F. D. Morgan

F. D. Morgan
Construction Engineer

JK:fw
bc C. H. Maison

RECEIVED
FEB 24 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

February 21, 1969

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon 97308

RE: OSHD Contract No. 6451
Roberts Mountain-Myrtle Creek Section

ATTENTION: Mr. Roy L. Houck, Jr.

Gentlemen:

This will reply to your February 17 letter regarding the status of your claims on this project.

Contrary to what one might conclude from your letter, we have put considerable effort over the past several months toward trying to understand and analyze the merit of your claim. As presented, it is lacking in some pertinent documentation.

We met with you on October 21, 1968. Mr. Morgan wrote to you on November 18, 1968 requesting certain additional information the need for which was apparent at that time. On December 31, 1968, I discussed this subject briefly in my office with Mr. Lambie of your organization when he delivered some material related to Part 4 of the claim. As agreed at that time, we copied the information here and returned the original to your office a few days later. Under date of January 3, 1969, you responded to Mr. Morgan's letter referred to above. Copies of this letter were immediately distributed to our field people involved for their consideration and a meeting with them was scheduled for January 27, 1969. The heavy snow storm on the weekend just prior to that date forced a cancellation of the meeting. I believe I told you this when we happened to meet at Lime on February 6. Some requested data related to Claim 6 is yet to be received from you. I spent five hours at a meeting with two of our field people here on February 13 and have received some additional information from them since that time. We plan to consider it further at another meeting on March 3, 1969. I believe that shortly thereafter we could then sit down with you and constructively discuss the claim.

Very truly yours,

F. D. Morgan
Construction Engineer

By

John A. Bond
Construction Administration Engineer

RECEIVED
FEB 21 1969
OFFICE OF
STATE HIGHWAY ENGINEER

JAB:fw
cc: F. B. Klaboe
Alan Johansen
John Quiner

RECEIVED
MAR 13 1969
FOR FI

February 17, 1969

[illegible] 3 wks

Mr. John Bond, Staff Assistant
Oregon State Highway Department
Room 202, State Highway Bldg.
Salem, Oregon 97310

RE: OSHD Contract #6451
Roberts Mt. to Myrtle Creek

Dear Sir:

In reference to previous correspondence and conversations concerning the areas of disputes submitted in our letter of May 15, 1968, we find it very disturbing that as of Friday, February 7, 1969, the Highway Department has not delegated any of its staff time to investigating the merits of Roy L. Houck Sons' position regarding this contract.

To the best of our knowledge the Corporation has worked diligently in supplying requested information and has shown a willingness to discuss our differences at various administrative levels, hopefully to expedite finalization of contract #6451.

The large amount of monies represented by claims on this project, which remains in controversy, has and will continue to work a hardship upon the financial stability of the Corporation.

We feel that the Department should use prudence in their effort towards settlement of these differences. To procrastinate on review of a small claim doesn't have the significant effect that is felt by continued delay on one of this magnitude. The seriousness of the problem will and does reflect on the bonding and financial capacity of the Corporation and thus restricts its earning capacity as well as return on investment.

NOTED
R. L. PORTER

I again request that the Department recognize our position and take prompt action toward the settlement of our differences. A meeting as soon as possible, preferably on February 27, 1969, may be advantageous to all concerned.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

Roy L. Houck, Jr.
President

RLH:rb

cc: Frank Morgan, C. E.
Forrest Cooper, Engineer
Alan Johansen, Senior Attorney

RECEIVED
FEB 18 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 19 1968
FOR FILE

FORM E-123
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
FRED W. HILL, MEMBER
PENDLETON
THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

[illegible]
6451

September 18, 1968

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon 97301

ATTENTION: Mr. Jim Lamble

RE: Roberts Mountain-Myrtle
Creek Section
Contract No. 6451

Gentlemen:

This will acknowledge receipt of your letter dated August 22, 1968. It has been forwarded to our Legal Division as was your May 14, 1968 letter.

As you must know, your firm caused all our records to be subpoenaed before these claims were presented. Some of the claims do not comply with timely notice requirements. In view of such legal implications, we believe the matter merits the attention of others besides the Construction Division and a reply to you must await completion of such a review.

Very truly yours,

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fw

cc F. B. Klaboe

RECEIVED
SEP 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 [illegible] 2-68 SP*23500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 22, 1968

SUBJECT: Roberts Mountain-Myrtle Creek
Contract No. 6451
Contract Claims

To:
Mr. G. E. Rohde
Chief Counsel
BUILDING

Attached is a copy of a six-part claim presented by Roy L. Houck Sons' Corporation by means of two letters dated May 14 and May 15, 1968. The components of the total claim, in the amount of $441,368.53, are as follows with some of our comments added:

1. Clean Out of 48-inch Culvert, Station 3082+09 - $2,591.00

This is for work allegedly done in July, 1966. The contractor states that the documentation for this claim was submitted to the Resident Engineer's office on August 24, 1966. It is not clear whether he refers to a letter or to just the force account type sheets which are the only copies submitted at this time. Further information should be available from field files.

2. Traffic Direction South End Booth Ranch Bridge Detour - $1,689.17

This is for work done in September, 1965. Letter notice to the Resident Engineer dated November 5, 1965. Further information should be available from the field files.

3. Ratio Variation in Selected Rock Embankment Compared to Normal Embankment - $97,884.58.

This is related to bid item 6, Extra for Selected Rock Embankment Material which overran from a bid quantity of 96,000 cubic yards to 241,793.6 cubic yards, an overrun of 151.87 per cent. A discussion of the reasons for this increase is found in the Resident Engineers' Statement of Overruns and Underruns. Notice of potential claim given by the contractor under date of March 22, 1965. The contractor attaches twelve sheets of alleged cost derivation on this item. Whether or not the derivation is valid is not readily apparent. It does not appear to be a straightforward derivation of a change in unit cost based on a change in the character of the work as required under 1.9.5. (PLEASE NOTE THIS PROJECT IS UNDER THE 1954 STANDARD SPECIFICATIONS.)

4. Extra Work Select Rock Embankment in Sub-Excavation Areas - $12,000

The contractor did not submit at this time any previous history on this item. The field should check for any earlier notice on this claim.

5. Directed Haul on Price Agreement No. 1 - $10,000

Price Agreement No. 1 includes the statement "As per special provisions and contract agreement, prices listed above are same as contract unit bid prices." The Price Agreement was for excavation, haul and placement of "earthwork material where specified that are a result of slide correction and stabilization work." It is noted that the contractor's discussion now presented on this item mentions an agreement with the Division Engineer, Mr. Chandler. Presumably, some further information on this matter can be found in field files. This may be the same item listed as No. 1 on the contractor's September 13, 1967 list of final estimate discrepancies. Mr. Tison's January 5, 1968 report on this list indicates that the P. A. 1 haul under discussion then was not a directed haul.

6. Disruption of Surfacing Schedule - $317,203.78 (Warren Northwest - $212,305.00 and Houck - $104,898.78).

I understand this item is the subject of a law suit between subcontractor Warren Northwest and the prime contractor. All the project files in Salem were subpoenaed and I believe as far as the Highway Department is concerned this item is already in the hands of our Legal Division. We will not attempt to investigate or analyze this part of the claim until receiving specific advice from our Legal Division. No response will be given to the contractor on any of the aforementioned claims pending advice from the Legal Division or higher authority.

We note that the final voucher on this project was sent to the contractor March 15, 1967. Three post-final vouchers have subsequently been sent to the contractor on April 28, 1967, August 2, 1967 and March 15, 1968. The specification setting forth the 90-day limitation for filing claims of error or omission on the final estimate are found on Page 12 of the "Supplemental General Provisions" (green sheets) of the contract. Except for Parts 1, 2, 3 and possibly 5, the claim appears to be presented extremely late.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

JAB:fw
Attach
cc: F. B. Klaboe
C. T. Keasey

RECEIVED
MAY 23 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17

FOR FILING

1-5-2(33)107

6451

April 16, 1968

General Insurance Company of America
Portland Service Office
520 S. W. 6th
Portland, Oregon 97204

Gentlemen:

A fourth post-final payment for $5,041.58 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $4,195,798.22 including this post-final payment. Of the total $269,921.36 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

C. H. Maison
Attn: John Herr

Form [illegible]

I.[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Expected Overrun of Project Authorization

Project Roberts Mountain-Myrtle Creek Date April 14, 1969

Highway Pacific Contract No. 6431

County Douglas Kind of Work Grading, Paving, Structures & Signing Contractor Roy L. Houck Sons' Corp.

	Original Authorization	Authorized by Highway Commission 6-2-66	Estimated
Contract Amount	$3,540,351.60	$3,629,070.41	$3,799,052.51
Anticipated Items	254,500.00	424,093.43	463,454.11
Contingency ([illegible])	170,768.32	125,970.36	100,797.44
Engineering	303,588.13	420,000.00	472,813.86
Credits			- 2,060.50
PROJECT COST	$4,269,208.05	$4,599,134.20	$4,834,057.42

NET INCREASE $ 234,923.22 or 5.11%

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U).
(List all [illegible] items)

		Expected Amount		Net Change
[illegible]	General Excavation, Unclass.	$1,11[illegible]	+	$ 91,767.10
(C) "	[illegible] for Sel. Rock Emb. Mat'l.	73,567.02	+	45,567.02
(C) "	[illegible] Overhaul	121,305.14	-	35,[illegible]43.86
(C) "	[illegible] Concrete Mixture	236,117.57	+	64,617.57
(C) "	[illegible] in Mixture	153,756.18	-	32,[illegible]58.18
(C) "	[illegible]	57,[illegible]	+	37,459.33
[illegible] (A)	[illegible] Correction	171,796.[illegible]		
(A) "	" "	78,55[illegible]	+	150,352.22
(U) [illegible]		69.2[illegible]		
(U) [illegible]	[illegible] Type 2 Fence	848.[illegible]		
(U) "	[illegible] pole & anchors for Illum.	1,849.[illegible]		
[illegible]	[illegible] & Cribbing below plan elevation	[illegible]		
(U) "	[illegible] private water line	[illegible]		
(U) "	" " power line	[illegible]		
(U) "	" " " and water lines	[illegible]		
		(OVER)		

Principal reasons for overruns (Continue on reverse side): Extensive slide repair work caused overrun of [illegible] work to stabilize the slide areas, and late adjustment items.

[illegible] This form is to be submitted if and when it becomes evident that the project cost will exceed the original [illegible] by more than five per cent and again if and when it becomes evident that the project cost will exceed by more [illegible] approved increased project authorization. Submit five copies to Salem. After having been noted [illegible] State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 7-8-69

Submitted by L. R. Lagedorn
Resident Engineer

Noted by
Construction or Bridge Engineer

Confirmed by C. T. Keasey
Division Engineer

Noted by
Deputy or State Highway Engineer

SP*[illegible]

(U)	EW No.	7	Drill and Blast for Toe Trench	$	0	$100,797.44
(U)	" "	8	Additional Fence Panels		903.[illegible]	
(U)	" "	9	Remove Channel Obstruction		2,441.0[illegible]	
(U)	" "	11	Exc. Unsuitable Emb. Mat'l & Backfill		12,286.37	
(U)	" "	12	Remove Dead Oak Tree		610.89	
(U)	" "	13	Repair Exist. Fence		141.15	
(U)	" "	14	Correct Subgrade Failure		2,468.59	
(U)	PA No.	5	Adjust. Roadway Illum.		84.23	
(U)		6	Treat Wood Sign Posts		1,930.00	
(U)		7	Pave Frontage Road		3,814.84	
(U)		8	Penalty for non-spec. 18" CMP	-	566.40	
(U)		9	24"	-	273.48	
(U)		10	" " " 30" "	-	23.55	
(U)		11	36"	-	100.73	
(U)		12	" " " 48" "	-	125.50	
(U)		13	Remove & Replace Handrail on Booth Ranch Br.		29,200.00	
(U)		14	Selected Backfill		12,932.04	
(U)		15	Delete Binder Course		0	
(U)		16	" AC Raised Median		0	
(U)		18	Furn. & inst. Guard Rail Blocks		1,121.40	
(U)		19	Furn. & Inst. Metal Catch Inlets		855.00	
(U)		20	Constr. A. C. Taper		471.20	
(U)		22	Change Median Barrier Post Installation Sequence		0	
(U)		23	Claim Settlement for Spec. Bkfill in Drains		3,637.29	
(U)		24	Move Stockpiled Material		1,594.08	
(U)	PA No.	25	Constr. Emb. in Place		3,447.50	
(U)			Legal Judgment Against Contractor	-	737.13	
(U)	PA No.	26	Late Adjustment for Culvert & Barricades		4,280.17	
(U)	PA No.	27	Late Adjustment for Loading & Hauling Aggregates		16,276.00	

MORRISON & BAILEY
ATTORNEYS AT LAW
17TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE 224-6440

WILLIAM H. MORRISON
RALPH R. BAILEY
JACK H. DUNN
JAMES G. SMITH
NATHAN L. COHEN
HOWARD K. BEEBE
ROBERT H. HOLLISTER
ROBERT R. CARNEY
FRANK E. MAGEE
THOMAS E. COONEY
RICHARD A. VAN HOOMISSEN
TOM P. PRICE
THOMAS S. MOORE
MORTON H. ZALUTSKY
DAVID C. LANDIS
PAUL W. JONES
WALTER H. GREBE
GARR M. KING
GEORGE M. JOSEPH
ROBERT S. BALL

March 31, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

Please be advised that claims of J. C. Denton & Sons, Inc. against Roy L. Houck & Sons Corporation, arising out of Oregon State Highway Contracts No. 6358 - ? and 6451 have been satisfied.

$17,236.90

Very truly yours,

MORRISON & BAILEY

Richard A Van Hoomissen
Richard A. Van Hoomissen

RAVH:bh

Ok

NOTED
FLOYD QUERY

RECEIVED
APR 1 2 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 23 1968
FO[illegible]

I-5-2(32)109

6451

February 21, 1968

General Insurance Company
  of America
Portland Service Office
209 S. W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

A third post-final payment for $15,627.52 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,190,756.64 including the post-final payment. Of the total $269,921.36 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon 97308

C. H. Maison
  Attn: John Herr

RECEIVED
FEB 23 1968

I-5-2(32)109

6451

Salem, Oregon
February 21, 1968

Contract No. 6451
Roberts Mtn.-Myrtle Cr. Sec.
Post-Final Payment

C. H. Maison
Controller

BUILDING

This date, Mr. McKinney of the Legal Division approved a post-final payment to the contractor, Roy L. Houck Sons' Corporation in the amount of $15,627.52.

L. H. Young
Office Engineer

VG:jb

cc: Floyd Query
F. McKinney
John Bond

Form A-191—10M

I-5-2([illegible])109

OREGON STATE HIGHWAY DEPARTMENT

Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to:

Kobin and Meyer
314 Oregon Bank Building
Portland, Oregon 97204

Attention of Charles L. Kobin

Request No. (assigned by staff engineer or head of division) Sec. 479

Date December 21, 1967

Payer's Order No. (if any)

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Xerox copies of reports of Contract No. 6451

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $ 47
By

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
475	sheets	Contract No. 6451 (Check No. 5809 in the amount of $47.50 attached from Kobin and Meyer)	.10	47.50

Has payer made payment for this service? yes

If so, what is amount of payment? $ 47.50

Has payer made a deposit with the department to guarantee payment?

If so, what is amount of deposit? $

Is this a partial or final request for billing? final

Have there been any previous requests for billing in connection with this same service?

If so, give total of all previous requests $

Also give number of last previous request

Credit distribution:

5001-900	25.00
5003-900	22.50

Submitted by:

Approved:
Division Engineer

Approved: Floyd Query
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

Form K-[illegible]

I-5-2(32)109
6451

O[illegible]ON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Co[illegible] project agreement if additional funds are required.
Date 12/29/64 By [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name	Roberts Mtn.-Myrtle Creek Section	Date	December 14, 1967
Highway	Pacific	Contract No.	6451
County	Douglas	Prefix	610-1095
Contractor	Roy L. Houck Sons' Corporation	F. A. Project No.	I-5-2(32)109
Address	P.O. Box 671, Salem, Oregon	Order No.	6 - Supp. No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Extra clearing, slide breakdown and pioneering, and other related slide work (slide removal; cleaning culverts; flagging on slide work; remove and replace fence; dress up slide, inlays and waste areas; clean ditches, etc.)

Location by station numbers:

Throughout the project as necessary.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

Original Authorization	$ 20,000.00
1st Additional Request	30,000.00
2nd Additional Request	121,796.77
Total	$171,796.77

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slides have occurred which make it necessary for extra breakdown and removal. Slide removal under original order was performed under Price Agreement No. 1. Slide removal under supplemental orders was performed under the extra work order.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$	4,599,134.20
* Present estimate of project cost, including $121,796.77 for work under this order	$4,724,721.90	
Expected ~~under-run~~ over-run amount	$	125,587.70
Expected ~~under-run~~ over-run per cent		2.73%

Submitted by: /s/ J. R. Hagedorn
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. R. Chandler
Division Engineer

Approved: /s/ L. H. Young
Young 12-22-67

SP*6291-734

RECEIVED
NOV 28 1967

FOR FILING
I-5-2(32)/109
6451

Salem, Oregon
November 27, 1967

Contract No. 6451

Memo to File

We received a telephone call this morning from Mr. Jim Lambie of Roy L. Houcks Corporation asking if he could look at some of the diaries on the Houck Contract 6451 - Roberts Mountain Project.

I telephoned Frank McKinney concerning this request and he suggested that I call Mr. Lambie and ask that he have their Counsel contact our Legal Division.

Later in the morning, McKinney called me saying that he had received a call from Mr. Scott, Houck's attorney. Frank said that it would be okay for us to let Mr. Lambie look at the diaries as well as other material that we are holding in our office. He further stated that if Mr. Lambie wanted copies of any of the material that we should charge him 10 cents per copy in lieu of the usual 5 cents. Frank said Mr. Lambie would be in our office in the morning to look at this material.

Cecil Head
Assistant Secretary

CWH:fn:gc

RECEIVED
OCT 24 1967

I-5-2(32)109
6451

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1967

SUBJECT: Discovery Proceedings
Warren Northwest v.
Roy L. Houck Sons' Corp.
Roberts Mountain-Myrtle Creek
Contract No. 6451

To:

Mr. R. L. Porter
Deputy State Highway Engineer
Building

We recently learned, through a telephone call from a Mr. Lew Scott, one of Houck's attorneys, that he plans to serve a subpoena duces tecum on Floyd Query, in order to obtain an inspection of various, presently undisclosed documents and records in Department files, relating to the Roberts Mountain project, Contract No. 6451.

Depending upon what specific documents are requested, it may become appropriate to find what rights, if any, a non-party has in limiting such discovery proceedings in the Federal courts, where the above case is pending.

It is also possible that Department personnel, in addition to Mr. Query, might be subpoenaed to give factual testimony, either by deposition or at the trial of the above case.

In any event, at Mr. Scott's request, we reserved the conference room for 9:00 A.M. on Tuesday, October 24, for the deposition of Mr. Query.

NOTED
R. L. PORTER

G E Rohde
G. E. ROHDE
Chief Counsel

GER:AHJ:rh

cc: Mr. F. B. Klaboe
Mr. Floyd A. Query
Mr. Frank D. Morgan
Mr. L. R. Chandler
Mr. Alan H. Johansen

RECEIVED
OCT 12 1967
OFFICE OF
STATE HIGHWAY ENGINEER

deposition held in conf
room 122 all day 10-24-67
7C

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

RECEIVED
SEP 22 1967

RECEIVED
SEP 20 8 32 AM '67
CLAY MYERS
SECRETARY OF STATE

Claim File # 4334

FILED
SEP 20 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-2(32)
6451

September 19, 1967

Morrison & Bailey
Attorneys at Law
17th Floor Standard Plaza
Portland, Oregon 97204

Attention: Mr. Richard A Van Hoomissen

Gentlemen:

This is to acknowledge receipt of your letter of September 15 and attached Notice of Claim of your client, J. C. Denton & Sons, Inc., subcontractor, stating that Roy L. Houck Sons' Corporation owes them a balance due of $17,236.90 plus interest for materials and labor.

This appears to be in connection with the Roy L. Houck Sons' Corporation Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County.

The General Insurance Company of America through Huggins Insurance Agency, 373 Church Street N. E., Salem, Oregon, furnished the performance bond on this contract. We will advise them of the receipt of this claim, and we will also forward it to the Secretary of State for filing.

Please inform us when this claim has been satisfied.

Very truly yours,

NOTED ON CARD
wh

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
SEP 21 1967
OREGON
STATE HIGHWAY COMMISSION

cc General Insurance Co. of America
Huggins Insurance Agency
Roy L. Houck Sons' Corporation
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

NOTED
C. W. HEAD

NOTICE OF CLAIM

(Oregon State Highway Contract No. 6451)

To: Secretary of State, State of Oregon
and
Clerk, Oregon State Highway Commission, Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, J. C. DENTON & SONS, INC., an Oregon corporation, with its principal office and place of business in Portland, Oregon, has a claim for materials and labor supplied in the installation of guide posts, guard rail, median barrier, fence, barricade, rail end pieces and the like, as part of Oregon State Highway Contract No. 6451, under authority of a subcontract between J. C. Denton & Sons, Inc., and Roy L. Houck Sons' Corporation, for which labor and materials Roy L. Houck Sons' Corporation has become indebted to J. C. Denton & Sons, Inc. for the sum of $136,033.80, no part of which has been paid except the sum of $118,796.90, leaving a balance due of $17,236.90, plus interest at 6% per annum from November 1, 1965, until paid, which sum J. C. Denton & Sons, Inc. claims against the bond taken from Roy L. Houck Sons' Corporation as principal and The General Insurance Company of America as surety, for work specified in Oregon State Highway Contract No. 6451.

Dated this 15th day of September, 1967.

J. C. DENTON & SONS, INC.
By A.W. Denton
President

Subscribed and sworn to before me this 15th day of September, 1967, in the State of Oregon and County of Multnomah

Notary Public for Oregon
My Commission Expires: 8/2/71

Receipt of the above notice is hereby acknowledged the ______ day of September, 1967.

OREGON STATE HIGHWAY COMMISSION
By ____________________
____
Title

RECEIVED
SEP 18 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 18 1967

ING

I-5-2(32)1

6451

September 11, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon 97301

5972

Your File: 08-35-DB
Proposed Miscellaneous Permit
Daniel M. Webb
Clarks Branch Interchange
I-5-2(32)109

Dear Sir:

I have your letter of August 29 requesting additional information in connection with the subject permit we propose to issue Mr. Webb.

The reason for the work is to improve the sight distance for Mr. Webb's existing road approach to the easterly side of the Clarks Branch County Road immediately north and outside of our access control line.

The State does not propose to perform the work for Mr. Webb as it is against our general policy to perform work for outside parties, particularly when we are so deeply involved with safety work being done by maintenance forces. If the road approach was under our permit jurisdiction the permittee (Mr. Webb) would have been required to provide adequate sight distance as a condition of the permit.

As shown on the exhibit map the work involves flattening the cut-slope along the Clarks Branch County Road by excavating 2' to 6' between the ditch and the right of way line.

This is a relatively minor operation and very likely can be accomplished with a dozer and rock blade operating outside the traveled way of the off-ramp and County Road. In the event it is necessary to shoot the rock or operate equipment from the County Road, Special Provisions 7 through 13 are considered to provide adequate safeguards to the road user.

Special Provision 3 of the Permit requires liability insurance of $100,000/200,000 for death or injury to any person or persons and $50,000 for any property damage (including highway facilities). The $500 bond is to insure clean-up of the work area and is considered sufficient as the entire cost of all work should not exceed this amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. W. Ross
L. E. Young

JFH:jf kp

FORM PR-121
(11-[illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Edwards

DATE: August 29, 1967

In reply refer to: 08-35-DB

FROM : A. W. Parsons
A. W. Parsons, Division Engineer
Salem, Oregon

PLEASE RETURN TO
TOM EDWARDS

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Proposed Permit

We have reviewed the subject permit and feel that we need additional information concerning the proposed work.

Specifically, we would like to know the reason for this work and why the State is not proposing to do it on a reimbursable basis.

Also, we believe that additional precautions are needed to ensure the safety of the traveling public and the protection of the highway facilities in the interchange area during, and as a result of, any blasting operations.

We withhold approval of this permit pending submission of this additional information by your office.

Hageman
E O Wild

Copy - Young
[illegible]

RECEIVED
SEP 5 1967
OFFICE OF DIRECTOR OF PERMITS
OREGON STATE
HIGHWAY COMMISSION

RECEIVED
AUG 30 1967
OFFICE
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

OREGON STATE HIGHWAY COMMISSION

SP*F72
Form E-457 (12-65)

APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

Permit Number: ______

Name and Address of Applicant:

Daniel M. Webb
P. O. Box 352
Yoncalla, Oregon

Applicant hereby applies to the Oregon State Highway Commission for permission to perform the following operations upon the right of way of the Pacific Highway, No. 1, Douglas county,XXXXXXXr/near Clarks Branch Int., and —, as shown on the map or plan attached hereto and by this reference made a part hereof.

Highway Ref. Map No. 7B-25-10

☐ Construct, operate and maintain a ______ pole line.

☐ Construct, operate and maintain a ______ buried cable.

☐ Construct, operate and maintain a ______ pipe line.

☐ Erect and maintain a non-commercial sign.

☒ Miscellaneous operations and/or facilities as described.

POLE LINE, BURIED CABLE OR PIPE LINE TO BE CONSTRUCTED ALONG OR ACROSS SAID HIGHWAY AT:

Mile Post	to Mile Post	ENGINEERS Station	to Station	Side of Hwy. or Angle of XING.	DISTANCE FROM Centerline	R/W Line	BURIED CABLE OR PIPE Depth	Size and Kind	Span Length

SIGN TO BE ERECTED ON SAID HIGHWAY AT:

Mile Post	Engineers Station	Distance from Highway Centerline	Distance from Shoulder	Side of Highway	Remarks

DESCRIPTION AND LOCATION OF MISCELLANEOUS OPERATIONS AND/OR FACILITIES

Slope back cut bank from "H" Line Engineers Station 3121+35, M.P. 205.05 to Engineers Station 3122+10, M.P. 205.19. Excavate bank back 6' at ground level, then slope up bank to a point 2' inside present right of way access control line fencing. Excavate bank along Clark Branch County Road 100' to end of access control line.

Recommended for approval: ______ District Maintenance Superintendent ______ Division Engineer

This permit is issued by the Commission subject to the terms and provisions contained herein and/or attached hereto; this permit is accepted and approved by applicant subject to said terms and provisions.

Applicant: Daniel M. Webb

By: ______

Date of Application: ______

OREGON STATE HIGHWAY COMMISSION
Forrest Cooper, State Highway Engineer

By: ______

Effective Date: ______

GENERAL PROVISIONS

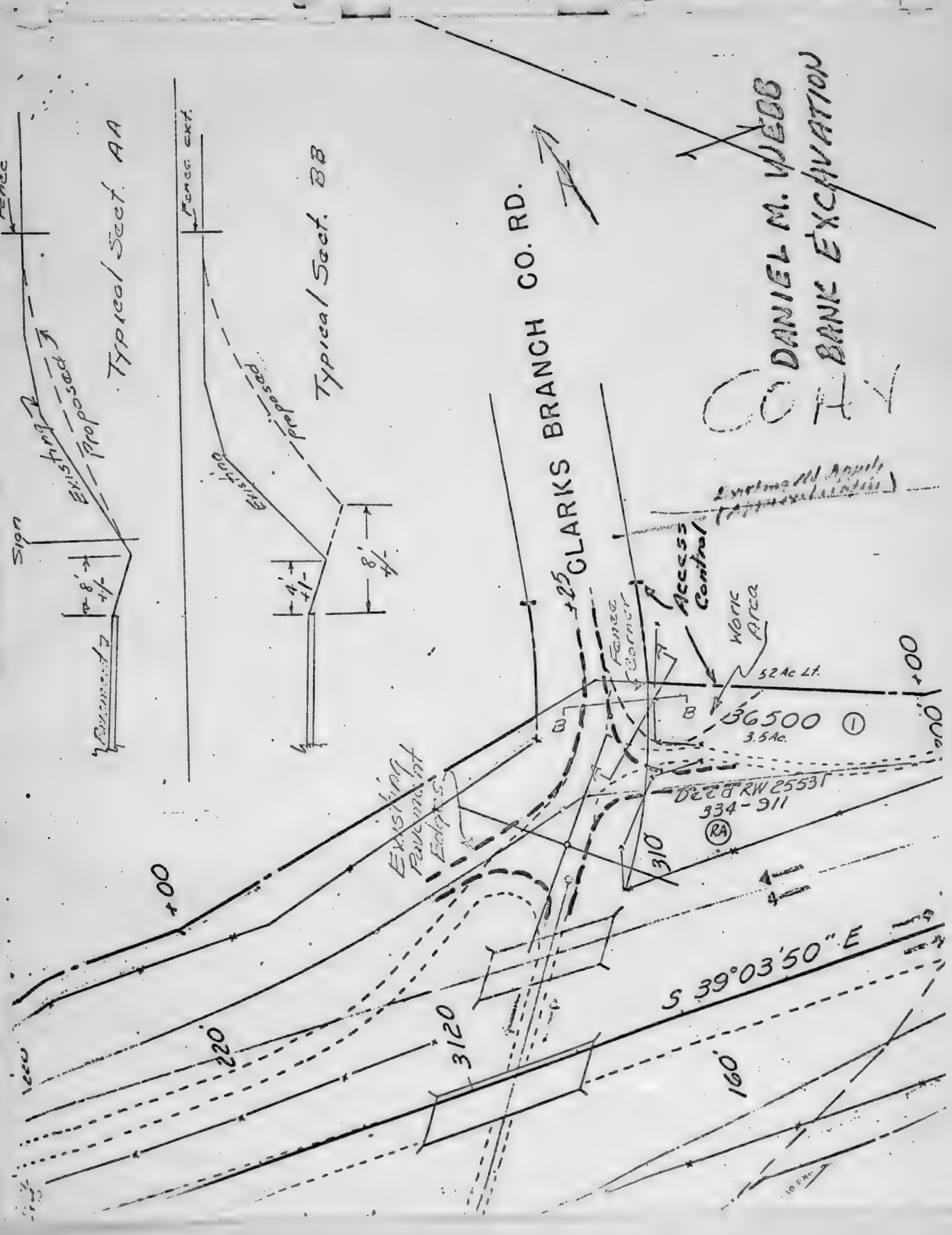
The appropriate General Provisions contained in "Oregon State Highway Commi GENERAL PROVISIONS, for Pole Line, Buried Cable, Pipe Line, Non-Commercial Signs, and Miscellaneous Operations and/or Facility Permits, December, 1966," as supplemented and modified by the following Special Provisions, shall apply to this permit, and by this reference are made a part hereof. It shall be the obligation of the applicant to obtain said General Provisions from the Commission and to determine which of the various provisions are applicable before commencement of work under said permit.

SPECIAL PROVISIONS

1. The section of highway involved has~~/has not*~~ been designated as an Interstate Route.
2. The section of highway involved ~~is~~/is not* within a National Forest.
3. General Provision V, A regarding insurance shall~~/shall not*~~ apply during the initial installation of facilities.
4. General Provision V, B regarding bond shall ~~/shall not*~~ apply during the initial installation of facilities. Bond in the amount of $ 500.00 is required.
5. General Provision VI, H ~~shall~~/shall not* apply. If applicable, trenching or tunneling nearer than ______ feet from either edge of the surfaced portion of the highway will not be permitted.
6. Open cutting of the paved or surfaced portion of the highway under General Provision VI, ~~Is~~/is not* permitted. If permitted the trench shall be backfilled by:
   a. ( ) Replacing the excavated materials.
   b. ( ) Placing granular materials of a type and quality satisfactory to the Engineer. The top ______ inches of backfill shall be composed of crushed rock or gravel of a quality and sizing designated by the Engineer. Asphaltic concrete patches shall be ______ inches in compacted depth and placed in ______ course(s).
7. Applicant shall notify the Engineer prior to any blasting. Applicant shall notify the Utility company prior to blasting to prevent damage to their facility. Mat covering shall be placed over blast area prior to detionation of charge. See Item 10 below for traffic control prior to and during blasting activity.
8. All excavated materials shall be completely removed from highway right of way and area left in a workman like manner suitable to the Engineer.
9. Ground area barred by excavation shall be reseeded and restored to a condition as good as or better than prior to excavation. A suitable type seed is up to the discretion of the Engineer.
10. No activity shall be commenced upon highway right of way until a satisfactory method has been established to handle traffic. A plan for signing may be obtained from Mr. Jack C. McCormick, District Maintenance Supt., at Roseburg. Warning flagmen shall be provided by applicant if traffic is impeded.
11. Applicant shall pay the expense of a State Inspector if the Engineer deems an Inspector is required.
12. Applicant shall restore right of way fence if removed or damaged.
13. Sign in the vicinity of Engineer's Station 3122+10 shall not be moved or disrupted.

---

ed or words not applicable.



Fence
Sign
Existing
Proposed
8' +/-
Pavement
Typical Sect. AA
Fence ext.
Existing
Proposed
4' +/-
8' +/-
Typical Sect. BB
CLARKS BRANCH CO. RD.
+25
Fence Corner
Access Control
Work Area
52 Ac Lt.
B
B
36500 ①
3.5 Ac.
+00
900
Deed RW 25531
334-911
RA
310
Existing Pavement Edges
+00
220
3120
S 39°03'50" E
160'
DANIEL M. WEBB
BANK EXCAVATION
COPY

RECEIVED
SEP 1 - 1967

UNITED STATES GOVERNMENT

Memorandum

I-5-2(32)109
6451

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: August 29, 1967

In reply refer to: 08-35-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Edwards

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

A. W. Parsons

[illegible]

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Proposed Permit

We have reviewed the subject permit and feel that we need additional information concerning the proposed work.

Specifically, we would like to know the reason for this work and why the State is not proposing to do it on a reimbursable basis.

Also, we believe that additional precautions are needed to ensure the safety of the traveling public and the protection of the highway facilities in the interchange area during, and as a result of, any blasting operations.

We withhold approval of this permit pending submission of this additional information by your office.

Hageman
ED Wld

Copy - Young [illegible]

RECEIVED
AUG 30 1967
OFFICE
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 8 1967
FOR FILING

I-5-2(32) 109

6451

August 8, 1967

General Insurance Company
of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

A second post-final payment for $3,637.20 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County as soon as the warrant is prepared.

The total amount paid on this contract will be $4,175,129.12 including the post-final payment. Of the total $269,921.36 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
P.O. Box 671
Salem, Oregon

C.H. Maison
Attn: John Herr

A

RECEIVED
AUG 4 1967
FOR FILING

FORM S-123X

COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-2(32)109

51

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 1, 1967

Roy L. Houck Sons' Corporation
Heavy Construction Contracting
1158 Chemeketa Street, N. E.
P. O. Box 671
Salem, Oregon

Re: R. L. Houck Sons' Corporation
Roberts Mountain-Myrtle Creek Sec.
Pacific Highway
Contract No. 6451

Attention: Mr. Vernon L. Burda,
Legal Counsel

Dear Mr. Burda:

I have for reply your request to examine the department's summation of the above project in connection with the Houck request for an extension of time.

After mature consideration of this request, and the ramifications attendant to the fact that Houck has indicated an intent to file claims of an unknown nature on this job, I feel constrained to advise against a voluntary submission of the material. To do so could prejudice the State in defense of the anticipated claims and certainly, in my opinion, could not be justified under the public document theory.

It comes to mind that the allowance of the extension time was based upon material submitted by Houck for that purpose and the contractor is thus aware of all the facts which might be necessary to the determination of the controversy with the sub-contract. Review of the document concerned could only ellicit conclusion derived therefrom which would likely be inadmissable in the pending litigation.

Very truly yours,

G. E. ROHDE
Chief Counsel

NOTED
F.B. KLABOE

RECEIVED
AUG 2 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

GER:hg

cc - Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Vic Wolfe
Mr. F. D. Morgan

RECEIVED
JUN 1 1967

FOR FILING

[illegible]

6451

SP*23811-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1967

To: MEMORANDUM TO FILE:

SUBJECT: Contract No. 6451
Roberts' Mtn. ~~-Myrtle~~ Creek Section
Interstate 5

On May 23, 1967, Kenneth Holt and Jim Russ, controller and chief accountant respectively for Warren Northwest, visited this office.

The reason for their visit appears to be that Warren Northwest as subcontractor has brought an action in the U. S. District Court against Roy Houck as prime contractor for work done under the above contract. It was the desire of these individuals to obtain permission to read and review our resident engineer's diaries.

I informed them that we could not comply with their request and advised them their proper action would be for their attorney to subpoena the resident and his diaries so that Houck's representatives could be present at the deposition. In this manner we would be fair and impartial to both contractors.

The above individuals informed me they would discuss the matter further with their attorney.

FRANK C. McKINNEY
Assistant Counsel

FCMcK:ks

cc: R. L. Porter
F. B. Klaboe
F. D. Morgan
A. H. Johansen
G. E. Rohde

REFERRED TO
a Chandler
By Asst. State Hwy. Engr.

[illegible]
1 1967
OFFICE OF
[illegible]

[illegible]
MAY 1 - 1967

I-5-2([illegible]) [illegible]

6451

May 1, 1967

General Insurance Company
of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

A post-final payment for $45,360 will be made to Roy L. Houck Sons' Corporation on Contract No. 6451 for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $4,171,491.92 including the post-final payment. Of the total $269,921.36 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corporation
P.O. Box 671
Salem, Oregon

C.H. Maison
Atn: John Herr

1

RECEIVED
JUN 6 - 1967

FOR FILING

I-5-2(3-)109

6451

3#-6

April 26, 1967

1654

Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting on April 25, 1967, considered your request for an extension of time on Contract No. 6451 on the Roberts Mt.-Myrtle Creek section of the Pacific Highway in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission extended the specified completion date to August 4, 1966.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc
L. R. Chandler
K. D. Limbocker
L. H. Young
F. D. Morgan
C. H. Maison
Federal Hwy. Administration

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6451 Contractor Roy L. Houck Sons' Corporation

Highway Pacific

Section Roberts Mountain-Myrtle Creek

Kind of Work Grading, Paving, Structures and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED or~~ GRANTED. The reasons for such recommendation are as follows:

Overruns in General Excavation and related slide removal work. overrun in rock inlay and subexcavation work, overrun in embankment, overrun in drainage excavation, perforated pipe and special backfill in drains, changes in rest areas, extra work performed at both ends of the existing Booth Ranch Bridge, work performed under Price Agreements 17 and 18, overrun in seeding and mulching, overrun in asphaltic concrete and stop work time justify an extension to August 4, 1966.

Recommended for Approval:

Asst Division Engineer

for Construction Engineer ~~or Bridge Engineer~~

Assistant State Highway Engineer

Contract No. 6451

Project designation I-5-2(32)109 State-Federal

Date awarded June 26, 1964

Work started July 21, 1964

Per cent completed 100 8-4-66 Date

Specified Completion Date
~~No. of Workdays Allowed~~ October 31, 1965

~~No. of Workdays Used~~

Request Extension to August 4, 1966.
~~No. of Added Workdays Requested~~

SP*0296-734

E-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date December 12, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 10/31/65 ~~days~~ to 8/5/66 ~~days~~, within which to complete our Contract No. 6451, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See Letters of:

(1) Dec 8, 1965
(2) Sept 15, 1966
(3) Dec 28, 1966

Respectfully submitted,

[illegible]
Contractor

By James E Houck

CONSENT OF SURETY

Date December 29, 1966

We, GENERAL INSURANCE COMPANY OF AMERICA

as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

Bennie Updegraff
Bennie Updegraff Resident Agent

(4)

December 28, 1966

Engineering #69

Mr. L. R. Chandler
Division Engineer
Oregon State Highway Department
P. O. Box 1128
Roseburg, Oregon

Re: Contract No. 6451
Roberts Mountain-Myrtle Creek Section

Attention: Mr. John Quiner
Asst. Division Engineer

Dear Sir:

Attached herewith for your information and further action is a duly executed request for extension of time to complete the subject contract.

This request supersedes the previous filing under date of December 7, 1965, and you are advised that such filing is hereby rescinded and henceforth null and void.

This rescension is not to include our letter of December 8, 1965, which outlined the basic reasons for requesting additional time to complete the work. All reasons stated at that date are presently considered valid and in the instance of over-run of specific items as previously claimed, it is now apparent that the magnitude of the over-runs has been most conservatively stated.

As of December 10, 1966, or approximately four months following acceptance of the work, it was determined that monies due for work completed to August 4, 1966, had not been paid. Contract Estimate No. 28 has thus been duly prepared and payment made in accordance therewith.

Quantities shown on such estimate and their respective comparison to original contract requirements are separately outlined and attached hereto for further consideration and comment.

This comparative analysis points up quite clearly that items which most greatly exceed the original plan quantity are those which are likewise most directly prerequisite to preparation of subgrade and ultimate paving. This fact coupled with the delays previously established due to slides and the treatment thereof; over-run of quantities relative to items of work which are performed subsequent to paving operations; redesign of the South Bound rest area and re-construction of bridge-ends at the Booth Ranch structure, tends to evidence our contention that the resultant project is not that which was initially offered for bids and should not therefore be penalized to any degree for the additional time required for completion.

Respectfully, we again request that all monies previously deducted as liquidated damages be refunded.

Yours very truly,

ROY L. HOUCK SONS' CORPORATION

O. H. Foster
Engineering Division Manager

OHF:rab

COMPARATIVE QUANTITY ANALYSIS
PROJECT NO. 5451 - DOUGLAS COUNTY, OREGON

ITEM NO	DESCRIPTION	ORIGINAL PLAN QUANTITY	WORK COMPLETED TO 8/4/66	PERCENTAGE OF OVER-RUN	NOTES
3	DRAINAGE EXC.	9200 C.Y.	17027	85%	
5	GEN. EXC.	1,420,000 C.Y.	1,624,000	14%	INCLUDES P.A. NO. 1
6	SEL ROCK EMB.	96000 C.Y.	269000	180%	INCLUDES P.A. NO. 14
30	6" PERF. PIPE	3000 LF	15232	407%	
31	8" PERF. PIPE	5950 LF	13982	135%	
33	SP. BACKFILL - DRAINS	1090 LF	4056	272%	
72	ASPH. CONC.	62000 T	72651	15%	
PA-17	ASPH. CONC. CURBS	3000 LF	6523	117%	

WILSON JONES COMPANY G7504 GREEN 7504 BUFF PAT APPL FOR MADE IN U.S.A.

ROY L. HOUCK & SONS CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON 97308
P.O. BOX 671 PHONE 585-5950

September 15, 1966

Cont. #6451 - V-15

Mr. L. R. Chandler, Division Engineer
Oregon State Highway Department
P.O. Box 1128
Roseburg, Oregon

RE: Contract #6451 - Roberts Mt.-Myrtle Creek Section

Dear Sir:

Under date of December 7, 1965, we directed to your attention, a formal and duly executed request for a substantial time extension relative to final completion of the subject contract.

As of this writing, no response has been made to such request.

It is noted, however, that liquidated damage assessments have been made, as evidenced by Estimate #25, in the amount of $45,360.00 representing 108 chargeable days.

In the instance of the aforementioned request, you are advised that an error appears to have been made in stating the proposed revision date of July 3, 1966. It is apparent that such date should have appeared as July 31, 1966 as evidenced by the number of days of extension requested and as stated on Page 3 of the supplemental statement attached thereto. It is further requested that correction be made as stated.

Corrected on request.

As outlined in the statement of causes and effects accompanying and being a part of the subject request, job conditions arose in the course of operation which were mandatory of revision and correction and were so recognized by the Resident Engineer. Not the least of these was the numerous sub-grade excavations and backfills required which not only was time consuming within itself, but also precluded the finishing of the rock cut area reserved for this purpose as well as the section of roadway which was being utilized as a haul road for transporting the reserved material to its various ultimate locations. These locations, from filed job records, are as many as 100 in number and as great as 10,000 c.y. in volume.

[illegible]
[illegible] Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON 97308
P.O. BOX 671 PHONE 585-5950

September 15, 1966

Cont. #6451 - V-15

Mr. L. R. Chandler, Division Engineer
Oregon State Highway Department
P.O. Box 1128
Roseburg, Oregon

RE: Contract #6451 - Roberts Mt.-Myrtle Creek Section

Dear Sir:

Under date of December 7, 1965, we directed to your attention, a formal and duly executed request for a substantial time extension relative to final completion of the subject contract.

As of this writing, no response has been made to such request.

It is noted, however, that liquidated damage assessments have been made, as evidenced by Estimate #25, in the amount of $45,360.00 representing 108 chargeable days.

Copies of request.

In the instance of the aforementioned request, you are advised that an error appears to have been made in stating the proposed revision date of July 3, 1966. It is apparent that such date should have appeared as July 31, 1966 as evidenced by the number of days of extension requested and as stated on Page 3 of the supplemental statement attached thereto. It is further requested that correction be made as stated.

As outlined in the statement of causes and effects accompanying and being a part of the subject request, job conditions arose in the course of operation which were mandatory of revision and correction and were so recognized by the Resident Engineer. Not the least of these was the numerous sub-grade excavations and backfills required which not only was time consuming within itself, but also precluded the finishing of the rock cut area reserved for this purpose as well as the section of roadway which was being utilized as a haul road for transporting the reserved material to its various ultimate locations. These locations, from filed job records, are as many as 100 in number and as great as 10,000 c.y. in volume.

L. R. Chandler, Division Engineer
Page Two

With due consideration of the magnitude of such corrections and the substantial quantity overruns as stated in the supplemental statement referred to herein, we respectfully submit the following:

1. Revision of time extension with requested date to coincide with date of project acceptance. Aug. 4, 1966

2. All liquidated damages assessed on the subject project be declared null and void and all monies deducted thereby be refunded.

Yours very truly,

ROY L. HOUCK SONS CORPORATION

OH Foster by nk
O. H. Foster
Engineering Division Manager

OHF:nk

cc: F.D. Morgan, Construction Engineer
John Hagedorn, Resident Engineer

(1)

ROY L. HOUCK SONS' CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON
P.O. BOX 671 PHONE 585-5950

December 8, 1965

Oregon State Highway Department
Salem, Oregon

Dear Sirs:

The request is based upon the following reasons:

Below is a list of changed conditions or increased quantities that have delayed the completion of #6451 and were not foreseeable at the time of the contract award.

1. Extra time Required for Slide Removals.

   Approximately 60,000 yards of slide removal outside the original cross-section was performed on this job. The nature of the material was such that it could not be incorporated into embankment areas without airation and blending of drier materials to meet specifications required.

2. Delay of Rock Excavation Required for Rock Inlay and Sub-Excavation Areas.

   Required the Contractor to delay rock excavation in these areas which did not allow us to systematically finish the required work. This rock was ordered to be used throughout the entire length of project after removal of slides for rock inlays and rock backfill in areas where sub-grade would not support the loading requirements.

3. Overrun of Bid Item #6 "Select Rock Embankment".

   This item overran approximately 110,000 yards, or more than twice the bid quantity.

4. Overrun of Item #3 "Drainage Excavation".

   This item overran approximately 3 times due to the increase in pipe quantities.

5. Overrun of Bid Item #30, 6" perforated drain pipe. This item overran approximately 4½ times the bid quantity.

6. Overrun of Bid Item #31, 8" perforated drain pipe. This item overran approximately 2 times the bid quantity.

7. Overrun of Item #33, "Special Backfill in Drains". This item overran approximately 3 times Bid quantity.

   While the increase of Bid Items 3, 30, 31, and 33 did not amount to a large increase in dollar volume, the time required to do this additional work, most of it in areas involving drilling and shooting delayed the whole schedule of this project, and subsequently forced the asphalt paving and cleanup into another season.

8. Foundation or Subexcavation in excavation areas.

   This excavation required rock backfill and gravel borrow backfill to stabilize the sub-grade in these areas. Much of this work was ordered done after the placing of perforated pipe was completed in these areas to correct this condition and also after blue tops driven for finish of subgrade. This type of operation resulted in addition time required by the Contractor to perform the necessary work.

9. Redesign of the South Bound Rest Area.

   This was not ordered until the 1st of October, 1965, and therefore, will force us into the 1966 operating season.

10. Reconstruction of both ends of the existing Booth Ranch Bridge. The excavation at the bridge ends exposed a deteriorated condition of piers and correction work required on Bent #1 and Bent #7. This condition could not be ascertained until the traffic was routed over the new South Bound structure and, therefore, could not have been performed prior to completion of the new bridge.

11. Time Required to Place Asphalt Curbs.

    Price Agreement submitted but not approved as of this date.

12. Extra Time Required on Guard Rail in Areas Adjacent to Curbs.

13. Extra Seeding and Mulching Required on Scopes due to Exposed condition from run off of surface water. Asphalt curbs were necessary to channelize the water and alleviate erosion of the slopes.

14. There is evidence of possible miscellaneous slides occuring during the winter on this project and additional time for their correction can only be anticipated.

The above listed reasons have had a compounding effect as to the time required to complete this project.

We realize that any one reason of our request for additional time does not constitute reason for this length of extension, but this accumulation of conditions has forced us into another operating season due to weather conditions.

With a reasonable early spring, the work could proceed at a faster rate than we projected at this time and could decrease the time requested. However, to be sure of adequate time, we have requested July 31st as a completion date.

RECEIVED
APR 19 1967
FOR FILING

I-5-2(33)1-[illegible]

6451

April 19, 1967

Kobin and Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Attention: Mr. Paul R. Meyer

Re: Roberts Mt.-Myrtle Creek Section
Pacific Highway - Douglas County
Contract No. 6451

Gentlemen:

With respect to the last paragraph in my letter of April 11 to you, it appears from our engineers' files that we have received one claim from Roy L. Houck Sons' Corporation on this project to date.

It arises from an overrun in the contract item for special backfill in drains.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Roy L. Houck Sons' Corp.

Forrest Cooper
Fred Klaboe
V.D. Wolfe
G.E. Rohde
F.D. Morgan

JAB:sg:FQ:fkn

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APR 11 1967
FOR FILING
2-2(33) [illegible]
6451

April 11, 1967

Kobin & Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Attention: Mr. Paul R. Meyer

Gentlemen:

Your letter of April 10 inquires concerning extensions of time or claims submitted by Roy L. Houck Sons' Corp. on Contract No. 6451.

A request has been received for an extension of time to August 4, 1966, but no action has been taken by the Commission as the investigation is still under way. The assessment or non-assessment of liquidated damages is usually acted upon by the Commission in connection with the action for the extension of time.

I am referring your letter to the office of the State Highway Engineer concerning your question as to any extra compensation that has been requested on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc Mr. Forrest Cooper

NORMAN B. KOBIN
PAUL R. MEYER
CHARLES L. KOBIN

LEO LEVENSON
OF COUNSEL

KOBIN & MEYER
ATTORNEYS AT LAW
314 OREGON BANK BUILDING
PORTLAND, OREGON 97204

223-1108

April 10, 1967

Mr. Floyd Query
Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

Subject: OSHD Contract No. 6451
(Roberts Mountain - Myrtle Creek)
Roy L. Houck Sons Corporation --
Warren Northwest

We are attorneys for Warren Northwest, one of the subcontractors on the above job.

Please advise us if the prime contractor, Roy L. Houck Sons Corporation has presented any claims in writing on the above job to the Oregon State Highway Department or Commission for:

1. Extensions of time.
2. Additional or extra compensation.
3. Liquidation of liquidated damages.

If so, we would appreciate your furnishing us with a copy of each such claim and a copy of the action, if any, taken by the Oregon State Highway Department or Commission thereon.

If it is more convenient for you, we would be happy to inspect and copy your records at your office.

Your earliest attention to this request will be appreciated as time is of the essence.

Very truly yours,

KOBIN & MEYER

By Paul R Meyer

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OREGON
STATE HIGHWAY COMMISSION

RECEIVED
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FOR FILING

Fred W. Hill, Member
Helix 6451

April 11, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 6
April 25, 1967 meeting

Gentlemen:

Roy L. Houck Sons Corporation, contractor on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451, requests an extension of the specified completion date from October 31, 1965, to August 5, 1966. The contractor's request is based primarily on work added to the contract by Price Agreement and Extra Work Order, overruns in various bid items, and revisions in design.

Slide removal work and an overrun in the General Excavation item in connection with slide correction was required throughout the project. This justifies an extension of 24 penalty days. The bid item for selected rock embankment overran the plan quantity due to the necessity of additional subgrade reinforcement and slide correction. An extension of 20 penalty days is justified for this work. The overrun in rock embankment also caused a delay due to a change in the sequence of the work involved in excavating and placing this material until slide correction solutions could be determined. Based on the contractor's rate of production of 2,000 yards per day, the overrun of 36,000 cubic yards justifies an extension of 18 penalty days.

Major overruns occurred in the bid items for perforated drain pipe, special backfill in drains, and drainage excavation. These overruns occurred because of the unanticipated presence of extensive ground or subsurface water. These overruns justify an extension of 22 penalty days.

A revision in the design of the southbound rest area was made in order to properly coordinate the rest area with the highway facility. An extension of 10 penalty days for this change is justified.

(16)

As planned work involving excavation at the ends of the Booth Ranch Bridge progressed, the necessity for corrective embankment and pier work became evident. This work was accomplished under an Extra Work Order on penalty time and 18 penalty days are justified.

Work involving additional asphaltic concrete curb, guardrail blocks, and seeding and mulching was performed late in the contract and directly delayed its final completion. An extension of 7 penalty days for this work is justified.

An overrun of the asphaltic concrete occurred amounting to 17 percent of the plan quantity. Based on the contractor's average daily production, this overrun justifies an extension of 6 penalty days.

A stop work order was in effect from November 26, 1965, through March 28, 1966, and an extension for this period is justified.

The reasons listed above (exclusive of the stop work period) justify 125 penalty days which would allow an extension to August 29, 1966. The project was completed on August 4, 1966. We recommend that the specified completion date be extended to August 4, 1966. This will eliminate all liquidated damages. This is a Federal-aid Interstate project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the April 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enclosure

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan

L. H. Young
L. R. Chandler

JAB:DES:nn jw

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT
Memorandum

U.S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 29, 1967

In reply refer to: 08-35-DB

FROM : A. W Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pacific Highway
Request for Time Extension

We have received your letter of March 23, 1967 concerning the time extension request for the subject project.

In reviewing the analysis you have made, we find the primary reason for the contractor's delay in completing the project work was an overrun in the contract items, slide conditions that existed, and subexcavation on the lower portion of the project which held up the grading work and caused the contract work to go through another construction season.

Similar circumstances have occurred on a number of other contracts and an equitable adjustment in the established time was granted. Thus, based on our previous determinations, we concur in your recommendation to extend the specified completion date on the project to August 4, 1966.

Routing
Decker
Bond
Barbee
Walker
Glenn
Swan
Scott

RECEIVED
1967
CONSTRUCTION
DIVISION

RECEIVED
MAR 31 1967
OFFICE OF
STATE HIGHWAY ENGINEER

3-31-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17, 1967

SUBJECT: Extension of Time Request
Roberts Mtn.-Myrtle Creek Section
Pacific Highway
Contract No. 6451

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
Department

Attached is a request from Roy L. Houck Sons' Corporation for an extension of the specified completion date from October 31, 1965, to August 5, 1966. The contractor's request is based on the following:

1. Slide removal;
2. Additional rock inlay and subexcavation work;
3. Overrun of select rock embankment;
4. Overrun of drainage excavation;
5. Overrun of perforated drain pipe and special backfill in drains;
6. Subexcavation in excavation areas;
7. Redesign of the southbound rest area;
8. Reconstruction of the Booth Ranch bridge ends;
9. Additional asphaltic concrete curbs.
10. Revision of guard rail design;
11. Additional seeding and mulching.

In analyzing and judging this request, we found it very difficult to assign specific lengths of time to the first six items individually. These are concerned with the grading phase of the project. A few statistics soon show that substantial changes from the plans were necessary to correct unanticipated slides and control ground water, and that collectively they delayed completion.

Substantial overruns were: Drainage Excavation - 85%; Toe Trench Excavation - 263%; General Excavation - 8% not including extensive slide excavation; Extra for Selected Rock Embankment - 152%; Seeding - 62%; Mulching - 62%; 6-inch Perforated Drain Pipe - 408%; 8-inch Perforated Drain Pipe - 135%; Special Backfill in Drains - 372%.

Unusual problems developed through much of the 6.98 mile project length. The attached progress chart helps bring the grading into perspective. In the first four months of activity (mostly on the north section), 50% of the grading was done. But as the north half of the project was brought to grade, and went through the 1964-65 winter, the additional work on slides, rock inlays, sub-excavation and subgrade drains slowed overall progress. More sub-excavation developed on the south part of the project, too. During the five months from April 10 through September 11, 1965, which would be the prime productive period of the second season, only 5% of the grading was accomplished. Normally a rate of production similar to the previous year could have been expected; however, extensive slide work, sub-excavation, rock inlays and perforated drain installations on the south half of the project delayed finishing, surfacing and paving. This effectively prevented an orderly progression of the overall work, throwing the last 14% of the grading into poorer weather and another winter and into substantial time penalty. The individual items requested are as follows:

1) Slide Removal: Extra work orders covering slide removal work totaled $171,796.77. In addition to this amount, the contract bid item for General Excavation overran by 110,283.2 cubic yards or 8% of the original contract amount. This represents an additional $79,403.90, part of which was involved in slide correction work. This slide work and overrun in the General Excavation represents 7.10% of the original contract amount and on a strict time/money basis, justifies an extension of 24 penalty days.

2) Rock Inlay and Sub-excavation: This reason and Nos. 3 and 6 are actually interrelated, but No. 3 is covered separately below. The bid item for selected rock embankment overran the plan amount by 145,793.6 cubic yards or 152%. This material was to be placed in rock inlays and at other designated locations to reinforce the subgrade and for fill toe in river. The required sub-excavation and backfill also delayed grade finishing at the source cuts. This work was accomplished over a period of 40 working days. The contractor had other work in progress and this totally unanticipated work represents approximately 50% of the contractor's efforts. We therefore feel that the overrun in the bid item for selected rock embankment justifies an extension of 20 penalty days.

3) Rock Embankment: This item is related to No. 2 above. In addition to the time involved in excavating and placing the overrun of this material, delays occurred due to the change in sequence of the rock excavation because the available rock had to be conserved for the overrun use and therefore, some of the rock cut areas were not available for expected winter work. The contractor was directed to save the "G" line rock cut at Clarks Branch Interchange on January 11, 1965, until the major slide problems could be studied and a priority of need for the available rock determined. This was done by April 14. We believe some of this time interval is eligible for extension and recommend 18 penalty days on the basis of 36,000 cubic yards at 2,000 yards per day (a reasonable rate of production and one which the contractor approximated).

4) The drainage excavation on this project exceeded the plan amount by 85%. This is due in part to the tremendous overrun in perforated drain pipe which will be covered in Item No. 5.

5) The perforated drain pipe originally planned for this project was not adequate. The 6-inch perforated pipe overran 12,232 feet or 408% of the planned quantity. The 8-inch perforated drain pipe overran 8,013 feet or 135% of the planned quantity. The special backfill in drains and drainage excavation overran in relation to the perforated pipe. This perforated drain pipe overrun was performed at various times throughout the project as shown on the attached chart. There were 51 separate unplanned installations made through the length of the project. The majority of the overrun was performed during June, July and August of 1965. The comparison of these dates with the attached progress chart indicates that this work definitely delayed the general excavation, the surfacing and the paving work. The production rate of surfacing both before and after this time shows a very healthy progress. Transposing the later curve for surfacing back to the beginning of this slow down indicates that an extension of at least 22 penalty days is justified.

6) Subexcavation in excavation areas is covered in No. 2 above.

Extensions recommended on the first six items above total 84 penalty days. This is 78% of the April-September, 1965, period and appears reasonable.

7) Considerable difficulty was encountered in the layout for both rest areas. The northbound rest area had a contour plan, but the alignment was indefinite. The southbound area lacked a contour plan. After the southbound area was brought to grade, a change in the layout was made in September, 1965, and its completion carried over to 1966. Additional perforated pipe was installed March 29 through April 1. The A.C. walks were completed on July 8. All five of these days were on penalty time and extension for these days is recommended. Curb work and surfacing for the revised plan was done intermittently on 16 days from April through July and at least 5 days are justified, or 10 penalty days total.

8) Planned excavation work at both ends of the existing Booth Ranch Bridge revealed the need for corrective embankment and pier work. The work required on the north end was accomplished between October 20 and December 2, 1965. Following the specified completion date of October 31, this work covered 18 penalty days before a stop work order was issued on November 26. The contractor had other work in progress during this time comprising approximately 50% of his efforts and normally an extension of 9 penalty days would be justified for this work.

The work required on the south end of the bridge was done between December 27, 1965, and February 10, 1966. This was all during the stop work period when no penalty time accrued. An attempt was made to negotiate a Price Agreement to do this work but the contractor's prices could not be justified. The work was performed under Extra Work Order No. 10. The contractor requested consideration of additional time to perform this work on the order. Since the corrective work had to be done before final finishing, surfacing and paving of adjacent roadway could be performed, we believe an extension of 18 penalty days for the work done on penalty time is justified.

9, 10 and 11) Price Agreements 17 (for adding 6,523 linear feet of A.C. curb) and 18 (for adding 534 guard rail blocks) included the statement "A time extension equal to the actual work time required to perform the work covered by this Price Agreement will be recommended". Seeding and mulching was covered by contract items which increased from 65 acres bid quantity to 105.17 acres added, or a 61.8% overrun.

These are all late work items, done on penalty time when the added quantities directly affect and delay the final completion. Some work on all these items was done after July 15. (Regular paving was complete July 22). We recommend that half of the 14 penalty days that accrued after July 22 be allowed, or 7 penalty days for these three items.

The bid item for Asphaltic Concrete overran 12,651.56 tons which is a 17% overrun. However, the bid item for Plant-Mix Bituminous Base underran 6,079.37 tons because Asphaltic Concrete was substituted. This represents an algebraic sum overrun of 6,572.19 tons or 11%. The contract records indicate that the contrator's average daily production was 1,000 tons per day. This overrun all occurred in the later stages of the work. An extension of 6 penalty days is justified.

In addition to the reasons for extension listed above, the contractor was directed by the engineer to stop work from November 26, 1965, through March 28, 1966. An extension for this period is justified.

The reasons listed above (exclusive of the stop work period) justify 125 penalty days which would allow an extension to August 29, 1966. The project was completed on August 4, 1966. We recommend that the specified completion date be extended to August 4, 1966. This will eliminate all liquidated damages.

This is a Federal Aid Interstate project controlled by the 1954 Standard Specification with the restrictive time extension clause. This matter has been discussed with the Bureau of Public Roads area engineer who agrees that our reasons for granting an extension have merit but will not indicate concurrence or denial until a request is submitted to them formally.

A rough draft of a letter to the Bureau of Public Roads is attached.

F. D. MORGAN,
Construction Engineer

By John A. Bond
JOHN A. BOND,
Staff Assistant

JAB:DES:nn
Encs.
cc: L. H. Young

P.S. There are 108 penalty days amounting to $45,360.

John Bond

RECEIVED
21
OFFICE OF
STATE HIGHWAY ENGINEER

Location of Perf. Pipe Installations
and Date of Installation

Roberts Mtn. - Myrtle Creek

Blue figures denote Plan Quantity

60' 8" 6-22-66

3010

1517'6" 6 3-65

[illegible]6' 8" 6-2 65

70'6" 7-8-65 (7[illegible])

60' 6" 8-2-65 ([illegible])

1861' 8" 6-24-65

945' 6" 6-15-65

3110 ③⑮

131' 8" 5-7-65

1307' 8" 4-29-65

874' 8" 8-11-65

1840'8" 3-29-66

165'6" 8-31-65

8-31-65
284' 6"

179'6" 8-31-65

104'8" 4-4-66 20'8" 9-9-65

122'6" 8-31-65 (7[illegible])

740' 6" 6-26-65

8-25-65
329' 8"

144' 6" 8-30-65

145' 6" 8-30-65

185'2" 8-30-65

3210

④⑮

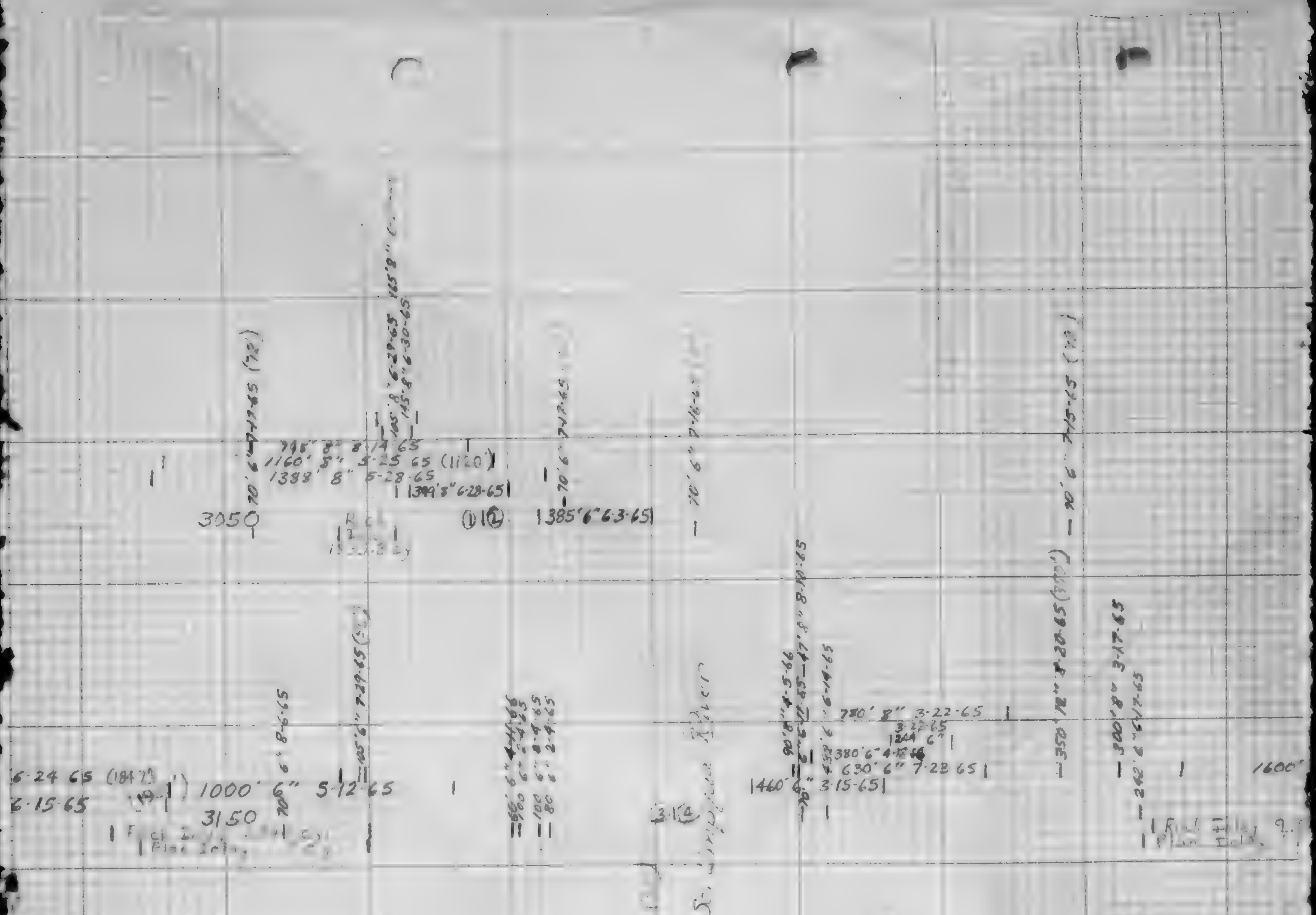
Rock Inlay 11.3[illegible] cy

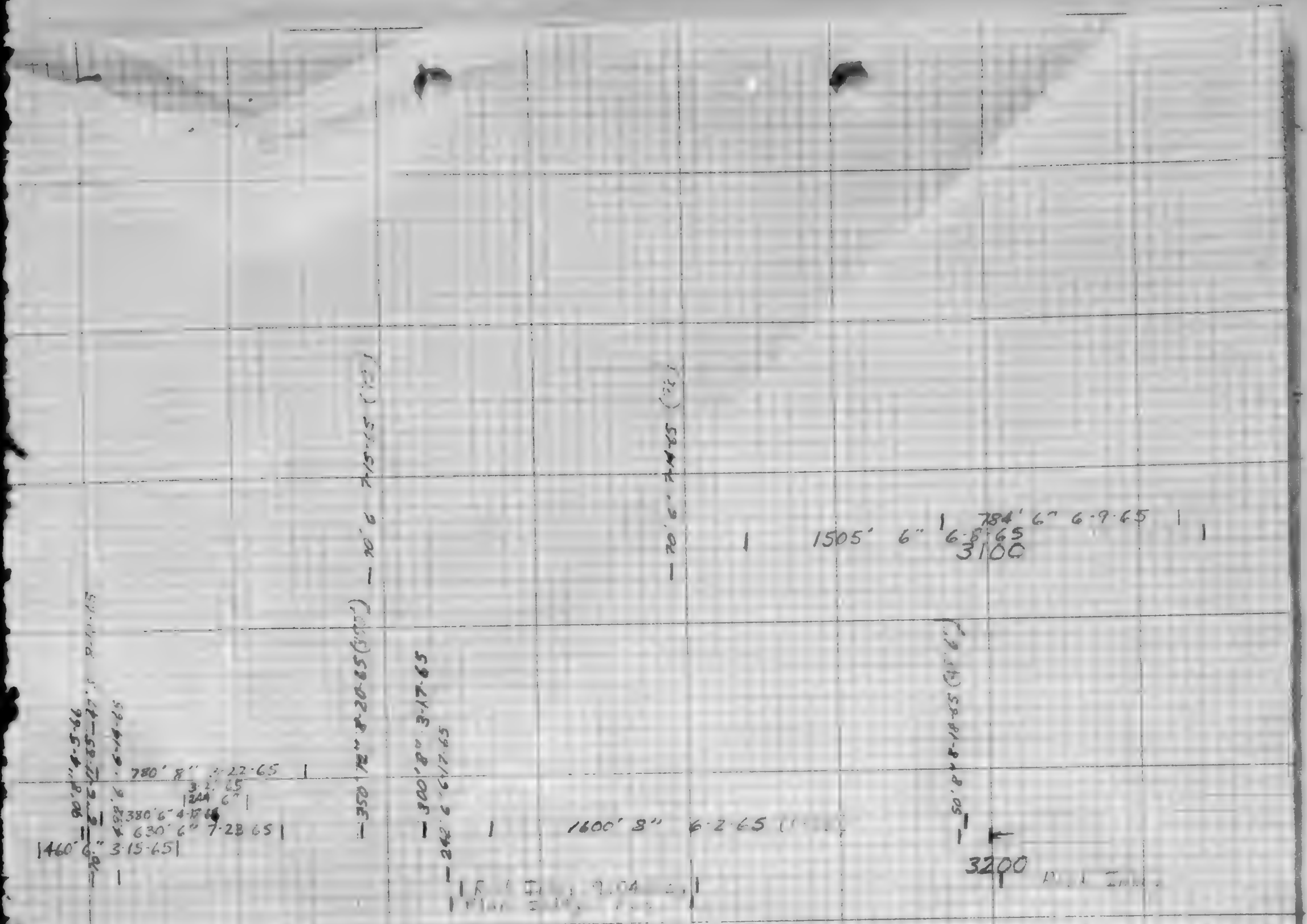
506'8" 8-21-65

3310

⑤⑪

K+E STANDARD CROSS SECTION
10X10 TO THE INCH


70' 6" 7-17-65 (72')
795' 8" 8-14-65
1160' 8" 5-25 65 (1120')
1388' 8" 5-28-65
185' 8" 6-29-65
145' 8" 6-30-65
185' 8"
1399' 8" 6-28-65
①|②
70' 6" 7-17-65
1385' 6" 6-3-65
70' 6" 7-16-65
3050
Rck
3150
6-24 65 (184')
6-15-65
1000' 6" 5-12-65
70' 6" 8-6-65
185' 6" 7-29-65
Fact Inly
Plan Inly
80' 6" 4-14-66
100 6" 2-4-65
100 6" 8-4-65
80 6" 2-4-65
3|④
90' 8" 4-5-66
6" 6-17-65
47' 8" 8-10-65
452' 6" 6-14-65
780' 8" 3-22-65
3-22-65
244 6"
380' 6" 4-18-66
630' 6" 7-23 65
1460' 6" 3-15-65
70'
350' 12" 8-20-65 (350')
90' 6" 7-15-65 (72')
300' 8" 3-17-65
242' 6" 6-17-65
1600'
Fact Inly
Plan Inly
145' 6" 8-30-65
185' 6" 8-30-65
(52')
59' 8" 8-25-65
73' 6" 8-25-65
500' 6" 7-26 65
498' 6" 7-24-65
1630' 6" 2-2-65
⑤|⑥
6-25-65
194' 6"
3250
(81')
781' 8" 8-4-65 (781')
8-3 65
1546' 6"
3350
Rock Inly 17,942.1 cy
Plan Inly
Plan Inly
7|8
KEUFFEL & ESSER CO.
MADE IN U.S.A


1505' 6" 6-8-65
784' 6" 6-9-65
3100
70' 6" 7-14-65
70' 6" 7-15-65
350' 12" 8-20-65
780' 8" 3-22-65
3-2-65
244' 6"
380' 6" 4-15-65
630' 6" 7-28-65
460' 6" 3-15-65
90' 8" 4-5-66
6-14-65
300' 8" 3-17-65
242' 6" 6-17-65
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498' 6" 7-24-65
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93' 6" 8-25-65
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194' 6"
108' 6" 6-25-65
20' 6" 6-25-65
6-25-65
347' 4"
8-21-65
300' 8"
3300
3-4-65
⑦|⑧
3400

KEUFFEL & ESSER CO.
MADE IN U.S.A.

RECEIVED
MAR 28 1967

FOR FILING

[illegible]

6451

Class of Service
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

W. P. MARSHALL
CHAIRMAN OF THE BOARD

TELEGRAM

R. W. McFALL
PRESIDENT

(10)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of rec… …nt of destination

PRA096

PR LLF366 PD 9 EXTRA=TLX PORTLAND ORG 27 147P PST=

FLOYD QUERY= HIGHWAY COMMISSION
SALEM ORG=

1967 MAR 27 PM 2 16

AS SURETY ON BEHALF OF ROY L HOUCK SONS' CORPORATION ON CONTRACT NO 6451=ROBERTS MT. WE CONSENT TO CONTRACTOR'S REQUEST FOR FINAL PAYMENT PRIOR TO MARCH 31 1967=

GENERAL INSURANCE COMPANY OF AMERICA JAMES F DARBY
ATTORNEY IN FACT 520 SW 6TH AVE PORTLAND OREGON=

3-27 PM

Maison:
Ok to release final
F. Query

WU1201 (R2-65) THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAR 27 1967

FOR FILING
3-2-(55) 119

6451

March 24, 1967

General Insurance Company
of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 6451 awarded to Roy L. Houck Sons' Corporation for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County was completed on August 4, 1966, and accepted by the Highway Commission on March 23, 1967.

Final payment in the amount of $115,487.24 will be released to the contractor after March 31, 1967. The total contract amount is $4,126,131.92 including $269,921.36 for work performed under force account.

You have been advised previously that claims have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C.W. Mead, Assistant Secretary

fkm

cc Roy L. Houck Sons' Corporation
P.O. Box 671
Salem, Oregon 97301

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAR 24 1967

FOR FILING
I-5-2(32)109

6451

March 23, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Request for Time Extension
Roberts Mountain-Myrtle Creek
Section, Pacific Highway
Project I-5-2(32)109

Dear Sir:

We have received from Roy L. Houck Sons' Corporation, contractor on the subject project, a request for an extension of the specified completion date from October 31, 1965, to August 5, 1966. The contractor's request is based on the following items:

1. Slide removal;
2. Additional rock inlay and subexcavation work;
3. Overrun of select rock embankment;
4. Overrun of drainage excavation;
5. Overrun of perforated drain pipe and special backfill in drains;
6. Subexcavation in excavation areas;
7. Redesign of the southbound rest area;
8. Reconstruction of the Booth Ranch bridge ends;
9. Additional asphaltic concrete curbs;
10. Revision of guardrail design;
11. Additional seeding and mulching.

In analysing and judging this request, we found it very difficult to assign specific lengths of time to the first six items individually. These are concerned with the grading phase of the project. A few statistics soon show that substantial changes from the plans were necessary to correct unanticipated slides and control ground water and that, collectively, they delayed completion.

Substantial overruns were: Drainage Excavation - 85%; Toe Trench Excavation - 263%; General Excavation - 8% not including extensive slide excavation; Extra for Selected Rock Embankment - 152%; Seeding - 62%; Mulching - 62%; Six-inch Perforated Drain Pipe - 408%; Eight-inch Perforated Drain Pipe - 135%; Special Backfill in Drains - 372%.

Unusual problems developed through much of the 6.98-mile project length. The attached progress chart helps bring the grading into perspective. In the first four months of activity (mostly on the north section), 50 percent of the grading was done. But as the north half of the project was brought to grade and went through the 1964-65 winter, the additional work on slides, rock inlays, subexcavation and subgrade drains slowed overall progress. More subexcavation developed on the south part of the project, too. During the five months from April 10 through September 11, 1965, which would be the prime productive period of the second season, only 5 percent of the grading was accomplished. Normally, a rate of production similar to the previous year could have been expected; however, extensive slide work, subexcavation, rock inlays and perforated drain installations on the south half of the project delayed finishing, surfacing and paving. This effectively prevented an orderly progression of the overall work, throwing the last 14 percent of the grading into poorer weather and another winter and into substantial time penalty. The individual items requested are as follows:

1. Slide removal: Extra work orders covering slide removal work totaled $171,796.77. In addition to this amount, the contract bid item for General Excavation overran by 110,233.2 cubic yards or 8 percent of the original contract amount. This represents an additional $79,403.90, part of which was involved in slide correction work. This slide work and overrun in the General Excavation represents 7.10 percent of the original contract amount and on a strict time/money basis, justifies an extension of 24 penalty days.

2. Rock Inlay and Subexcavation: This reason and numbers 3 and 6 are actually interrelated, but number 3 is covered separately below. The bid item for selected rock embankment overran the plan amount by 145,793.6 cubic yards or

152 percent. This material was to be placed in rock inlays and at other designated locations to reinforce the subgrade and for fill toe in the river. The required subexcavation and backfill also delayed grade finishing at the source cuts. This work was accomplished over a period of 40 working days. The contractor had other work in progress and this totally unanticipated work represents approximately 50 percent of the contractor's efforts. We therefore feel that the overrun in the bid item for selected rock embankment justifies an extension of 20 penalty days.

3. Rock Embankment: This item is related to number 2 above. In addition to the time involved in excavating and placing the overrun of this material, delays occurred due to the change in sequence of the rock excavation because the available rock had to be conserved for the overrun use and, therefore, some of the rock cut areas were not available for expected winter work. The contractor was directed to save the "C" line rock cut at Clarks Branch Interchange on January 11, 1966, until the major slide problems could be studied and a priority of need for the available rock determined. This was done by April 14. We believe some of this time interval is eligible for extension and recommend 18 penalty days on the basis of 36,000 cubic yards at 2,000 yards per day (a reasonable rate of production and one which the contractor approximated).

4. The drainage excavation on this project exceeded the plan amount by 85 percent. This is due in part to the tremendous overrun in perforated drain pipe which will be covered in item number 5.

5. The perforated drain pipe originally planned for this project was not adequate. The six-inch perforated pipe overran 12,232 feet or 408 percent of the planned quantity. The eight-inch perforated drain pipe overran 8,013 feet or 135 percent of the planned quantity. The special backfill in drains and drainage excavation overran in relation to the perforated pipe. This perforated drain pipe overrun was performed at various times throughout the project. There were 51 separate unplanned installations made through the length of the project. The majority of the overrun was performed during June, July and August of 1965. The comparison of these dates with the attached progress chart indicates that this work definitely delayed the general excavation, the surfacing and the paving work. The production

rate of surfacing both before and after this time shows a very healthy progress. Transposing the later curve for surfacing back to the beginning of this slowdown indicates than an extension of at least 22 penalty days is justified.

6. Subexcavation in Excavation Areas is covered in number 2 above.

Extensions recommended on the first six items above total 34 penalty days. This is 78 percent of the April-September, 1965, period and appears reasonable.

7. Considerable difficulty was encountered in the layout for both rest areas. The northbound rest area had a contour plan but the alignment was indefinite. The southbound area lacked a contour plan. After the southbound area was brought to grade, a change in the layout was made in September, 1965, and its completion carried over to 1966. Additional perforated pipe was installed March 29 through April 1. The A.C. walks were completed on July 8. All five of these days were on penalty time and extension for these days is recommended. Curb work and surfacing for the revised plan was done intermittently on 16 days from April through July and at least 5 days are justified, or 10 penalty days total.

8. Planned excavation work at both ends of the existing Booth Ranch Bridge revealed the need for corrective embankment and pier work. The work required on the north end was accomplished between October 20 and December 2, 1965. Following the specified completion date of October 31, this work covered 18 penalty days before a stop work order was issued on November 26.

The structural work required on the south end of the bridge was done between December 27, 1965, and February 10, 1966. This was all during the stop work period when no penalty time accrued. An attempt was made to negotiate a price agreement to do all this work (both ends of the bridge) but the contractor's prices could not be justified. The work was performed under Extra Work Order No. 10. The contractor requested consideration of additional time to perform this work on the order. Since the corrective work had to be done before final finishing, surfacing and paving of the adjacent roadway could be performed, we believe an extension of 18 penalty days for the work done on penalty time is justified.

9., 10. and 11. Price Agreements 17 (for adding 6,523 linear feet of A.C. curb) and 18 (for adding 534 guardrail blocks) included the statement: "A time extension equal to the actual work time required to perform the work covered by this Price Agreement will be recommended". Seeding and mulching was covered by contract items which increased from 65 acres bid quantity to 105.17 acres added, or a 61.8 percent overrun.

These are all late work items done on penalty time when the added quantities directly affect and delay the final completion. Some work on all these items was done after July 15. (Regular paving was completed July 22.) We recommend that half of the 14 penalty days that accrued after July 22 be allowed, or 7 penalty days for these three items.

The bid item for Asphaltic Concrete overran 12,651.56 tons, which is a 17 percent overrun. However, the bid item for Plant-Mix Bituminous Base underran 6,079.37 tons because Asphaltic Concrete was substituted. This represents an algebraic sum overrun of 6,572.19 tons or 11 percent. The contract records indicate that the contractor's average daily production was 1,000 tons per day. This overrun all occurred in the later stages of the work. An extension of 6 penalty days is justified.

In addition to the reasons for extension listed above, the contractor was directed by the engineer to stop work from November 26, 1965, through March 28, 1966. An extension for this period is justified.

The reasons listed above (exclusive of the stop work period) justify 125 penalty days which would allow an extension to August 29, 1966. The project was completed on August 4, 1966. We recommend that the specified completion date be extended to August 4, 1966.

Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

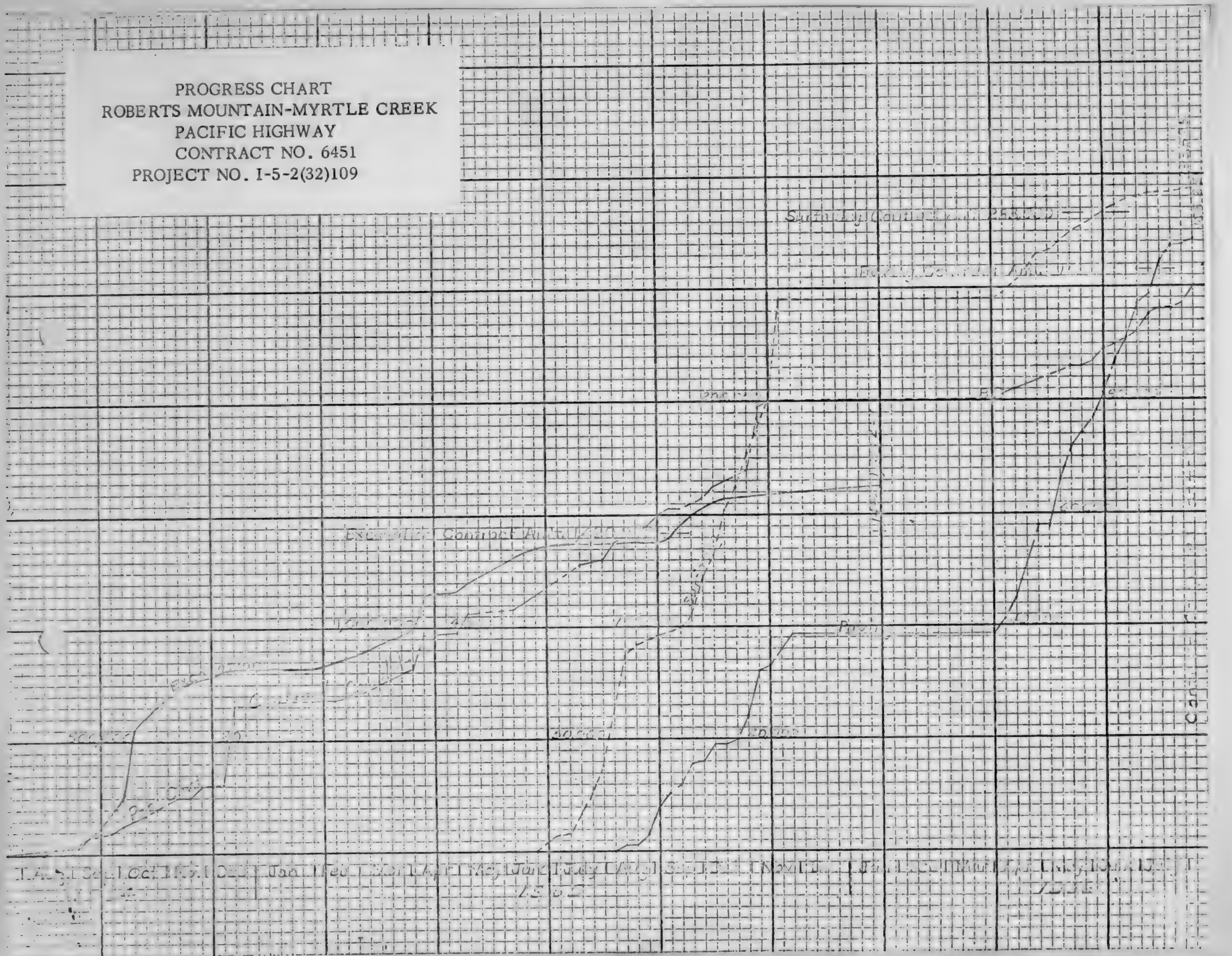
F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

Enc.

JAB:DES:nn srb

PROGRESS CHART
ROBERTS MOUNTAIN-MYRTLE CREEK
PACIFIC HIGHWAY
CONTRACT NO. 6451
PROJECT NO. I-5-2(32)109



RECEIVED
MAR 24 1967

FOR FILING
[illegible]
6451

March 23, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed August 4, 1966, on contract No. 6451. The contract was with Roy L. Houck Sons' Corporation and was for the grading, paving, structures and signing of the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 23, 1967 and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. H. Young
L. R. Chandler

srb jw

RECEIVED
MAR 28 1967

FORM E-123
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

[illegible]

6451

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

Roseburg, Oregon
March 21, 1967

Sharp and Kearney, Contractors
908 S. W. Farmington Road
Beaverton, Oregon 97005

Dear Mr. Kearney:

I am in receipt of your letter dated March 15, 1967 regarding the Roberts Mt.-Myrtle Creek Section, Contract No. 6451. A check with our Salem office indicates that the final payment of this contract has not been made as of this date, however, the final estimate is being processed and final payment could possibly be made about March 29.

If you have any monies due your company from either the prime contractor or a subcontractor on this project, you should submit a complete breakdown of the billing to Mr. Floyd Query, State Highway Commission Secretary, State Highway Building, Salem, Oregon.

Very truly yours,

John Quiner II

JOHN QUINER II
Assistant Division Engineer

JQII/cw
cc Floyd Query ✓
L. H. Young

NOTED
L. W. HEAD

NOTED
FLOYD QUERY

Cle

RECEIVED
MAR 15 1967
FOR FILING

I-5-2(32)109

Form CD-121 UNITED STATES GOVERNMENT
(11-63)
(Pres. by
A.O. 206-10)

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 9, 1967

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pacific Power and Light Company Utility Adjustment
Additional Work

In confirmation of our verbal advance approval given on February 5, 1965 concerning the additional work requested by Pacific Power and Light Company, we hereby approve this work as evidenced by the work order and sketch maps submitted with Mr. Litchfield's August 31, 1966 and February 24, 1967 letters. Authorization to proceed with the additional work is effective February 5, 1965.

Approval of the agreement was withheld in our September 4, 1964 memorandum pending receipt of an executed X-permit. Subsequently, we have received the permit. Therefore, we hereby approve the agreement effective this date.

Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

REFERRED TO Young - Litchfield
BY ASST. STATE HWY. ENGR.
3-14-67

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

MAR 3 - 1967

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
~~KENNETH N. FRIDLEY, MEMBER~~
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-2 (32) 109

451

March 2, 1967

Southern Pacific Company
65 Market Street
San Francisco, California 94105

Attention: Mr. G. Trabert

Re: Your File EBT 220-113

[illegible] 5-16

Gentlemen:

In answer to your letter of 24 February 1967, the $271.10 retent for work near Beburg, Oregon was processed by this office 27 February 1967. The $2783.62 near Dole, Oregon was processed 28 February 1967. #6451

Payment is normally received in a very few days after this processing.

Very truly yours,

C. H. Maison
Controller

By: OUPS

Jess Jones
Utility Auditor

JJ:bg

gg-cr

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. A. NELSON
VICE PRESIDENT AND GENERAL AUDITOR
F. H. COYNE
T. E. WALSH
ASSISTANT GENERAL AUDITORS

C. A. ALLEN
AUDITOR OF REVENUE ACCOUNTS
C. M. BILL
INCOME TAX AUDITOR
J. M. DeMARTINI
MANAGER, DATA PROCESSING
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
C. B. GROVE
MANAGER, PAY ROLL AND
MISCELLANEOUS SERVICES

R. C. HOLLINGER
INTERNAL AUDITOR
D. L. PRAEGER
AUDITOR OF DISBURSEMENTS
E. G. SUELFLOHN
MANAGER, SYSTEMS RESEARCH
G. TRABERT
AUDITOR OF MISCELLANEOUS ACCOUNTS

IN REPLY PLEASE REFER TO
EBT-220-113

FEB 24 1967

State of Oregon
State Highway Commission
Salem, Oregon

Attention: Mr. Ivan Richard, Bridge Engineer

Gentlemen:

We have outstanding in accounts $2,783.62, representing 10% balance due covering cost of labor and material furnished in connection with construction of highway overpass at Dole, Oregon, in accord with terms of agreement 121467, dated July 14, 1964.

Final bill in connection with above project was rendered December 13, 1966. Will you please advise when we may expect payment to be forwarded to Post Office Box 3809, San Francisco 94120, giving reference to above project number.

Yours truly,

G. TRABERT

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
MAR 1 X 1967
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
MAR 1 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 50M 7-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
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DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
FEB 28 1967

FOR FILING
6451

February 24, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Additional Work Near Station 3370
Pacific Power and Light Company
Roberts Mountain-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
Contract No. 6451

Dear Sir:

Please refer to our letter of August 31, 1966 which transmitted a utility work order dated February 8, 1965 and a sketch map prepared by the company showing the work which was performed.

Herewith you will find two copies each of Sheets 15 and 16 of the reduced construction plans of subject section upon which is shown the location of a power line installed at the request of the State to supply power to State and Bureau facilities at the existing Myrtle Creek interchange. Pacific Power and Light located this line on State property at our request and should, under our present day policies, have been issued an X-Permit. As stated in our abovementioned letter of August 31, two poles were in conflict with the proposed waste area made necessary by a slide near Station 3333.

Since this work was necessary as the result of a direct conflict with the construction on this project, we are requesting your participation in the cost.

This has been discussed at various times with Mr. Paul Riedl and authorization to perform the work was received effective February 5, 1965. Your formal approval of this agreement and confirmation of our authorization to proceed with the work effective February 5, 1965 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:fp
Enc.
bc F. B. Klaboe
V. L. Gallagher (2)

NOTED
F. B. KLABOE

RECEIVED
FEB 24 1967
OFFICE OF
[illegible] ENGINEER

FORM E-1 (REV 12-61)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Roberts Mtn. - Myrtle C.

WEEK ENDING: January 6, 1967

SECTION PREFIX: 610-1095

HIGHWAY: Pacific

COUNTY: Douglas

NAME OF JOB: Roberts Mtn. - Myrtle Creek

KIND OF WORK: Grading, Paving, Structures & Signing

CONTRACTOR: Roy L. Houck Sons' Corp.

CONTRACT NUMBER: 6451

FEDERAL AID PROJECT NUMBER: I-5-2(32)109

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: July 21, 1964

ESTIMATED COMPLETION DATE: Completed

SPECIFIED WORK DAYS:

WORK DAYS USED:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

MEN: SUPERVISION:

SPECIFIED COMPLETION DATE: October 31, 1965

PERCENT OF TIME ELAPSED: 155%

PROJECT AUTHORIZATION: $4,599,134.20

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

EXCLUSIVE OF ENGINEERING: $4,179,134.20

ENGINEERING AUTHORIZATION: $420,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $4,264,721.90

ENGINEERING COST TO DATE: $458,400.00

DATE PROJECT WAS COMPLETED: August 4, 1966

ESTIMATED PERCENT OVERRUN: 2.04%

PERCENT OF AUTHORIZATION: 109 %

Semi-final was submitted January 4, 1967

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100%	100%	100%	100%	100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	6.98	6.98			6.98
MILES PARTIALLY COMPLETED	6.98	6.98			6.98
MILES COMPLETED	6.98	6.98			6.98
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,420,000cy	283,000 t			108,050 t
TOTAL QUANTITIES CORRECTED TO DATE	1,619,487cy	293,573 t			108,251 t
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,619,487cy	293,573 t			108,251 t
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	7839A	7841A	7841B	7900	"C" line	E.P.Walls	Culverts	Signing
PERCENT	100%	100%	100%	100%	100%	100%	100%	100%

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY 2	Holiday	N.A.		
TUESDAY 3	Showers			
WEDNESDAY 4	Showers			
THURSDAY 5	Snow Showers			
FRIDAY 6	Ptly Cldy.			
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
2 MONDAY	Holiday
3 TUESDAY	No Work this week
4 WEDNESDAY	
5 THURSDAY	
6 FRIDAY	
SATURDAY	

REMARKS

The project was completed August 4, 1966. The Semi-final was submitted January 4, 1967.

SIGNED J J Haydon LOCATION Roseburg, Ore.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

FORM E-123X 5OM 7-66

RECEIVED
OCT 1 - 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
NOV 17 1 00 PM '66
TOM McCALL
SECRETARY OF STATE

File # 4232

FILED
NOV 17 1966
TOM McCALL
SECRETARY OF STATE

6451

November 16, 1966

Kobin & Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

This is to acknowledge receipt of your letter of November 9 and attached Notice of Claim of your client, Warren Brothers Company, stating that they have a claim for furnishing and placement of base rock and asphaltic concrete products on Contract No. 6451 in the amount of $254,705, plus interest.

This appears to be in reference to the Roy L. Houck Sons' Corporation, Contract No. 6451, for grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County.

The surety on this project is the General Insurance Company of America through Huggins Insurance Agency, 373 Church Street NE, Salem. We will advice the surety and the principal contractor of the receipt of this claim.

The Secretary of State's office has informed us that this claim was filed in his office on November 10, 1966, and was assigned File No. 4232.

Please let us know when your client's claim has been paid.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
whw

cc: General Insurance Co. of America
Huggins Insurance Agency
Roy L. Houck Sons' Corp.
2 Commissioners
Hon. Tom McCall

RECEIVED
NOV 17 1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTICE OF CLAIM

To: [illegible]
[illegible] Bunce
[illegible]
[illegible], Oregon

[illegible]
[illegible]
Oregon State Highway Commission
[illegible], Oregon

[illegible] the undersigned, [illegible] as [illegible] North- [illegible] of base rock [illegible] for work performed in [illegible] between the 1st day [illegible], 1966, in the [illegible] at the [illegible] Corporation [illegible] Company of America [illegible] Roberts Mountain- [illegible] Highway and designated [illegible] Highway Contract No. 91.

This notice is given pursuant to ORS 279.502, as amended.

Dated this 7th day of November, 1966.

[illegible] COMPANY,
[illegible]
[illegible]

By Fred D. Mengel

P. O. Box 27337
Portland, Oregon 972[illegible]

[illegible]
[illegible] 1966
[illegible]
STATE HIGHWAY COMMISSION

FORM 2-122? 50M 7-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
1966

RECEIVED
OCT 27 8 00 AM '66
TOM McCALL
SECRETARY OF STATE

FILED
OCT 27 1966
TOM McCALL
SECRETARY OF STATE

Claim File #4225

[illegible] (22) [illegible]
4451

October [illegible], 1966

[illegible] Company
[illegible]
[illegible], Oregon

Gentlemen:

This will acknowledge receipt of your letter of October [illegible] [illegible] $1,[illegible] for [illegible] on the [illegible] Bridge No. [illegible].

This appears to be in reference to the Roy L. Houck Sons' Corporation, contract No. [illegible], for grading, paving, structures, and [illegible] on the [illegible] Section of the Pacific Highway in Douglas County.

The General Insurance Company of America through Huggins Insurance Agency, [illegible] Church Street S. E., Salem, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing. This contract was completed on August [illegible], 1966, but has not yet been accepted by the Highway Commission.

Please let us know, when your claim has been paid.

Very truly yours,

[illegible]L SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 28 1966
OREGON
STATE HIGHWAY COMMISSION

cc: General Insurance Company of America
Huggins Insurance Agency
Roy L. Houck Sons' Corporation
Mr. Glenn L. Jackson
Mr. David B. Simpson
Mr. Tom McCall - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED ON CARD

~~Phone 235-6104~~
~~Res. 281-[illegible]~~
OFF: 234-0281
SHOP: 235-6104

J. E. BROWN COMPANY
INDUSTRIAL ★ COMMERCIAL ★ SPRAY

PAINTING
[illegible] AVENUE
PORTLAND 4, OREGON

October 24, 1966

Oregon State Highway Comm.
Salem, Oregon

Contract No. 6451

Gentlemen:

We sandblasted and painted the Booth Ranch Bridge No. 7841A for Pacific Concrete Co. This job was completed July 19, 1965. As we still have $1,266.80 due on this job, we would like to know the status of same.

We wrote Roy L. Houch & Sons on this and to date have received no reply.

Yours very truly,

J E Brown

J. E. BROWN COMPANY

JEB/o

cc: Pacific Concrete Co.

RECEIVED
OCT 25 1966
OREGON
STATE HIGHWAY COMMISSION

FORM E-20 30M 10-65 SP*23401-734

1-7-11-A

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 7, 1966

To: Mr. F. D. Morgan
Construction Engineer
SALEM

SUBJECT: Inspection
Booth Ranch Bridge
Roberts Mtn.-Myrtle Creek Sec.
Pacific Highway
Contract No. 6451

On May 5, 1965 , Roy L. Houck and Sons had an 80-D shovel walked across this structure after explicit instructions not to do so. As a result of this act, until the extent of the damage to the bridge could be ascertained, it was decided to withhold $10,000 from monies owed to the contractor.

Recently Mr. Eldon Everton, Bridge Maintenance Superintendent, and John Quiner, Assistant Division Engineer, examined this bridge thoroughly and could detect no real or apparent damage to the structure.

Division recommends that the $10,000 withheld be released.

Carl M. Williams
CARL M. WILLIAMS
Assistant Division Engineer

RECEIVED
OCT 1 0 1966
OFFICE OF
STATE HIGHWAY ENGINEER

CMW/cw
cc J. R. Hagedorn
Ivan Merchant

Routing

3	Morgan	Pease	E
	Decker	Morelock	
1	Bond B	Trout	
	Barbee	Scott	
4	Walker	Wills	
	Glenn	Litchfield	
V	Swan	Olson	

RECEIVED
OCT 10 1966
CONSTRUCTION
DIVISION

10-10-66 Al Rear
concurs that the
extra withholding be
returned.

10-10-66
cc Office Engineering.
Please refund
to contractor.
F. Bond

10-17-66
Klabo

FORM E-123X 90M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
SEP 10 1966

September 15, 1966

Southern Pacific Company
Union Station
Portland, Oregon 97209

ATTENTION: Mr. E. A. Kendrew

Re: Wooden Cribbing
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
Contract No. 6451
YOUR FILE: GMO 90757
O-PD-63-6

Gentlemen:

This is in reply to your letter of August 2, 1966 in which you point out that the wooden cribbing at the subject location was placed after your Engineer-inspector, Mr. Kleinhaus, had left the job. Upon reviewing our records more carefully we find that this was indeed the case.

Attached you will find two prints of a sketch showing a design for a proposed three-sided concrete box which could be constructed around the catch inlet and take the place of the cribbing now in place. It is our proposal to construct this catch basin inlet with 8-inch walls without reinforcement.

Please review this drawing and return one print with any comments you may deem advisable and we will proceed with the work. We intend to perform this work with State forces and question if it will be necessary for us to provide the usual railroad protective insurance.

Very truly yours,

F. D. Morgan
Construction Engineer

By

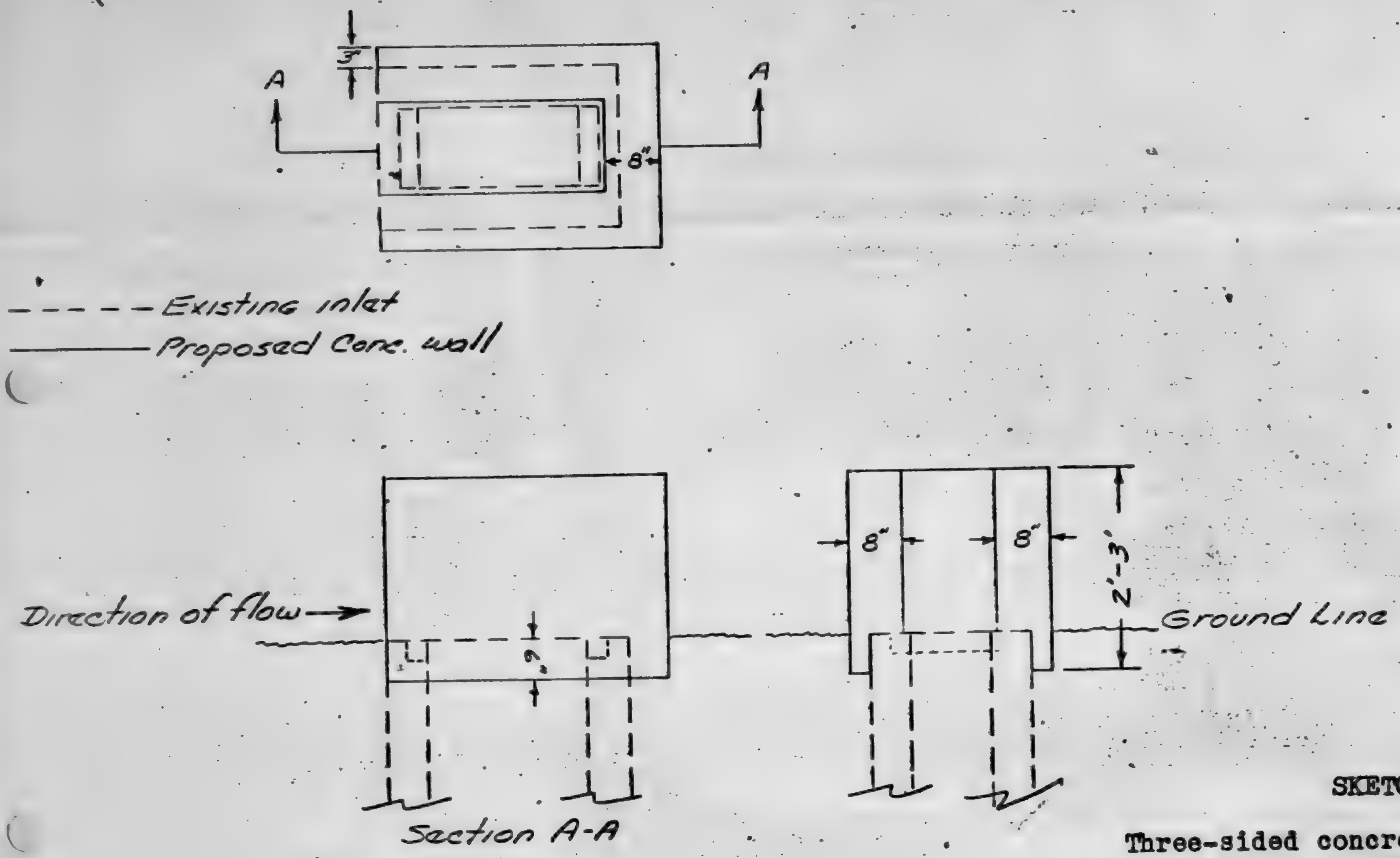
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachments

cc: Southern Pacific Company - San Francisco

F. B. Klaboe ✓ (w/copy of 8-2-66 SP letter)
L. R. Chandler
J. L. Hagedorn


A
A
3"
8"
- - - - Existing inlet
Proposed Conc. wall
Direction of flow
9"
8"
8"
2'-3'
Ground Line
Section A-A

SKETCH

Three-sided concrete wall around catch inlet to act as cribbing.

Roberts Mtn.-Mytle Creek Section
Pacific Highway - Douglas County

August, 1966 - J. R. Hagedorn

[illegible]

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

V. R. RUSSELL
ASSISTANT SUPERINTENDENT
DUNSMUIR, CALIF. [illegible]

August 2, 1966

IN REPLY PLEASE REFER TO

GMO 90757
0-PD-63-6

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

E
Pease
Morelock
Trout
Scott
Wills
/ Litchfield
Olson

RECEIVED
AUG 4 1966
CONSTRUCTION
DIVISION

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. ~~Litchfield~~
Utilities Liaison Engineer

Dear Sir:

This is in reply to your letter of July 20, 1966 concerning the construction of a wooden crib to protect a catch basin on your Project No. 1-5-2 (32) 109, State Contract No. 6451 of the Roberts Mountain - Myrtle Creek Section of the Pacific Highway.

On this project our Engineer Inspector Mr. Kleinhaus dealt exclusively with your Resident Engineer Mr. Robert A. Sandmann. During the construction, the State's Contractor Roy L. Houck, Sons' Corporation, was permitted to raise the grade on the county road at the project in order to waste some excavated material. This caused the flow line of the ditch between the county road and the railroad to be raised. The ingress to our culvert which drains this ditch through the railroad fill to the river was then too low. In discussions with Mr. Sandmann, Mr. Kleinhaus approved the design of a concrete catch basin to be installed at the culvert entrance to raise the opening to a level consistent with the new ditch flow line. The catch basin was constructed and approved by Mr. Kleinhaus for the conditions that existed at the time.

Mr. Kleinhaus last day at this job site was November 3, 1965 as borne out by our L-7702 reports signed by Mr. Sandmann, a copy of which he kept for his files. Mr. Kleinhaus took pictures just before he left showing only the catch basin in place.

On January 26, 1966, Mr. E. A. Kendrew and Mr. R. L. Johnston of this office drove by the job site on an inspection trip. They noted the presence of a culvert through the county road and the wooden cribbing protecting the catch basin. It appears that the installation of the culvert with a free drop of several feet at its outlet onto the slope above the catch basin necessitated the construction of the wooden cribbing to keep the catch basin from plugging during heavy runoff.

We hope that your Resident Engineer's records will show exactly when between November 3, 1965 and January 26, 1966 the culvert through the county road and the cribbing were installed.

Since Mr. Kleinhaus did not approve the wooden cribbing and we are to maintain our drainage facilities at the completion of your project, we can not accept this cribbing which is not of a permanent type of construction.

Yours truly,

AWKilborn

cc: Mr. J. R. Hagedorn
Resident Engineer
Oregon State Highway Department
P.O. Box 1128
Roseburg, Oregon 97470

LR CHANDLER - PLEASE INVESTIGATE AND ADVISE

8-5-66
I

RECEIVED
SEP 6 - 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6451

August 31, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Additional Work near Station 3370
Power Pole Relocation - PP&L Company
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
Contract No. 6451

Dear Sir:

Herewith you will find the following data pertaining to this project:

(1) Two copies of our Work Order dated February 8, 1965.

(2) Two copies of a sketch map prepared by the company showing the work to be done.

These two poles conflict with a proposed waste area which will be necessary in order to take care of a slide which occurred near Station 3333. This was discussed with Mr. Paul Riedl and authorization to perform the work was received on February 5, 1965.

This work order was made up within the next few days and the company was requested to submit a sketch showing the proposed work. The sketch map has now been received. Your formal approval of this agreement, as evidenced above, and authorization to proceed with the work effective February 5, 1965 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:fp:bjm
encs.

cc: F. B. Klaboe
V. L. Gallagher (2)

STATE HIGHWAY ENGINEER

RECEIVED
AUG 30 1966
FOR FILING

[illegible])109

64[illegible]

August 29, 1966

Roy L. Houck Sons' Corp.
1158 Chemeket St. (P.O. Box 671)
Salem, Oregon

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451, FA Project I-5-2(3[illegible])109.

The contract work has been completed to the satisfaction of the Bureau of Public Roads. Your Materials Report, Form PR-47, must be submitted to the resident engineer prior to the State Highway Commission acceptance of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

VG:ed
cc: R. L. Porter
C. H. Maison
I. D. Merchant
L. H. Young

RECEIVED
AUG 2 6 1966

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-2(32)109

6451

August 15, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 4, 1966, on Contract No. 6451, Roberts Mountain - Myrtle Creek Section, in Douglas County, in connection with Federal-Aid Project No. I-5-2(32)109.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 8-19-66

Conditions noted on above date:

Project satisfactorily completed.
Final inspection on August 10, 1966.

A. W. Parsons
Division Engineer

By: M. E. Martin
M. E. Martin
District Engineer

PVR

Rec'd L. Young
8-25-66

RECEIVED
AUG 3 - 1966
FOR FILING

[illegible]

6451

August 2, 1966

Cont. #6451 - V-9

Pacific Concrete Co.
1901 NE Marx
Portland, Oregon

RE: Claim against Bond of Roy L. Houck Sons' Corporation on Contract #6451 - Roberts Mt.-Myrtle Creek

ATTENTION: Otis P. Jordon

Gentlemen:

This is to advise you that Mercer Steel Co., Inc. has filed a claim for labor and materials against the above mentioned contract in the sum of $11,685.64.

This is also to inform you that under the terms and provisions of our Subcontract with your firm, we will look to you and your insurance company for payment of this claim.

Yours very truly,

ROY L. HOUCK SONS CORPORATION

Roy L. Houck, Jr.
President

RLHjr/nk

cc: Glen Falls Insurance Co.
General Insurance Co.
Tom Brand
Floyd Query

FORM
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 4 - 1966
FOR FILING

I-5-2(32)109

6451

August 2, 1966

Hutchinson, Schwab & Burdick
Attorneys at Law
712 Executive Building
Portland, Oregon 97204

Attention: Mr. Denton G. Burdick, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of July 27 and attached Notice of Claim of your client, Mercer Steel Company, Inc., stating that Pacific Concrete Company and Otis P. Jordan owes them for labor and materials in the amount of $11,695.64.

This appears to be in connection with the Roy L. Houck Sons' Corporation Contract No. 6451 for grading, paving, structures and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County.

The surety on this project is the General Insurance Company of America through Huggins Insurance Agency, 373 Church Street NE, Salem. We will advise them of the receipt of your claim and we will also forward it to the Secretary of State for filing.

Please let us know when this claim has been paid so that we can clear our records.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
pam

#4203

FILED
TOM McCALL

cc: General Insurance Co. of America
Huggins Insurance Agency
Roy L. Houck Sons' Corporation
2 Commissioners
Hon. Tom McCall
(P.S. Please acknowledge receipt of this letter on the enclosed copy.)

RECEIVED
1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

TO: STATE OF OREGON
OREGON STATE HIGHWAY COMMISSION

NOTICE is hereby given that the undersigned, MERCER STEEL CO. INC., has a claim for labor and materials consisting of reinforcing steel and placing furnished to PACIFIC CONCRETE COMPANY, a corporation, and OTIS P. JORDAN, by Mercer Steel Co. Inc., in the sum of $11,685.64 against the bond taken from Roy L. Houck Sons' Corporation, Principal, and GENERAL INSURANCE COMPANY OF AMERICA, Surety, for the work of grading, paving, structures, and signing on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County.

DATED this 19th day of July, 1966.

MERCER STEEL CO. INC.

By ______________________
Assistant Secretary

RECEIVED
JUL 22 1966
FOR FILING

FORM E-1

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-2(32)109

6451

July 20, 1966

Southern Pacific Company
Union Station
Portland, Oregon 97209

ATTENTION: Mr. E. A. Kendrew

Re: Wooden Cribbing
Roberts Mountain-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
Contract No. 6451
YOUR FILE: GMO 90757
O-PD-63-6

Gentlemen:

This is in reply to your letters of June 10 and July 14, 1966 concerning the construction of a wooden crib on the northerly side of your railroad which protects the catch basin draining under your tracks into the South Umpqua River.

Our Resident Engineer, Mr. J. R. Hagedorn, advises that the wooden cribbing mentioned in your letter was constructed with the concurrence of your Mr. Burt Kleinhans, Engineer-Inspector. It was our people's understanding that the cribbing as constructed was final treatment and not temporary. Therefore, in our opinion no further work is required at this location.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
cc: Southern Pacific Company - San Francisco

F. B. Klaboe ✓ (w/copies of SP letters)
L. R. Chandler
J. R. Hagedorn

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

V. R. RUSSELL
ASSISTANT SUPERINTENDENT
DUNSMUIR, CALIF. [illegible]

July 14, 1966

IN REPLY PLEASE REFER TO
GMO 90757
0-PD-63-6

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon, 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

Referring to my letter of June 10 and your file Roberts Mountain-Myrtle Creek Section, Pacific Highway, Douglas County, Project No. 1-5-2(32)109, Oregon State Contract No. 6451.

In order that we may be in a position to close out all work and charges on the above project, would appreciate immediate answer regarding replacement of the wooden crib with concrete. This is all that remains to be done in order to close this project.

Yours truly,

AWKilborn

Cc: Mr. J. R. Hagedorn
Resident Engineer
Oregon State Highway Department
P.O. Box 1128
Roseburg, Oregon, 974780

RECEIVED
JUL 15 1966
CONSTRUCTION
DIVISION

Routing
Morgen
Decker
Bond
Barbee
Walker
Glenn
Swan
Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209
DUNSMUIR, CALIFORNIA 96025

V. R. RUSSELL
ASSISTANT SUPERINTENDENT

GMO 90757
0-PD-63-6

June 10, 1966

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon, 97310

Attention: Mr. T. W. Litchfield
Utilites Liaison Engineer

Dear Sir:

Your file Roberts Mountain-Myrtle Creek Section, Pacific Highway, Douglas County, Project No. 1-5-2(32)109, State Contract No. 6451.

Inspection in the field shows that the drainage from area beyond County road drains into a wooden crib protecting the catch basin on the northerly side of our railroad track which drains into the South Umpqua River. This wooden crib was placed by the State's contractor in order to protect the catch basin, and if this is to be left in place, we feel that State Highway should replace the wood cribbing with concrete so that we would not be subject to future maintenance on this cribbing.

Please advise your recommendation for handling this work.

Yours truly,

A W Kilborn

Cc: Mr. J. R. Hagedorn
Resident Engineer
Oregon State Highway Department
P.O. Box 1128
Roseburg, Oregon, 974780

L R CHANDLER -
WHAT IS YOUR RECOMMENDATION?
6-15-66
L

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
JUN 13 1966
CONSTRUCTION
DIVISION

RECEIVED
JUL 15 1966
FOR FILING

6451

July 14, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 14, covering the cost of excavation, placing perf. pipe, and backfilling with granular material on the Roberts Mtn. - Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

This order is to cover the cost of placing perforated pipe to correct the subgrade failure over the box culvert. The failure was caused by subsurface water and was not the contractor's responsibility. This condition was not evident during location and was not shown on the plans.

This agreement was tentatively recommended for approval by the BPR Assistant Area Engineer as of June 21, 1966, when work was started. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

KMR:cl

RECEIVED
JUL 15 1966
FOR FILING

[illegible] 109

6451

July 14, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 13 covering the repairing and reinforcing existing right-of-way fence on the Roberts Mtn.-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

This work is necessary to keep cattle off of the right of way and is in conformance to requirements of IM 20-2-66. The fence was not shown on the plans to be reconstructed. The contractor would not agree to reasonable price to do the work by Price Agreement.

This work was tentatively recommended for approval by the BPR Assistant Area Engineer and the Field was authorized to proceed July 8, 1966 as an emergency measure. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:bb

RECEIVED
JUN 28 1966

Form E-20

I-5-2(32)109
6451

SHOP COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required
GI-P
MAY 26 1966 W. E. Martin
Division Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Roberts Mtn. - Myrtle Creek
Date June 3, 1966
Highway Pacific
Contract No. 6451
County Douglas
Prefix 610-1095
Contractor Roy L. Houck Sons Corp.
F. A. Project No. I-5-2(32)109
Address P. O. Box 671, Salem, Oregon
Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove dead oak tree.

Location by station numbers: 3172 (300' Lt. center line in rest area)

Estimate of quantities and cost:

Labor	$250.00
Equipment Rental	50.00
	$300.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The tree in question is located in the N. Bound rest area in the Dillard Interchange. During the grading of the rest area, parking and contour areas it was decided to attempt to save this huge oak, although approximately 14 ft. of fill was placed around the tree. The tree died and must now be removed. Approval from D. E. Swan via teletype, May 26, 1966.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,599,134.20
Present estimate of project cost, including $300.00 for work under this order	$4,599,134.20
Expected under-run / over-run amount	$0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. L. Hagedorn
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

SP*8281-734

Young 6-28-66

RECEIVED
JUN 1 - 1966
FOR FILING

3 D-2

May 31, 1966

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6451, the Roberts Mountain-Myrtle Creek grading, paving, structures and signing project on the Pacific Highway in Douglas County is anticipated. Ray L. Houck Sons' Corporation of Salem is the contractor. The original project authorization was $4,269,208.05. The present anticipated cost is $4,599,134.20, indicating an overrun of $329,926.15, or 7.7 percent. This is a Federal-aid Interstate project.

The major reasons for this overrun are due to increases in the contract items in connection with drainage work, slides, and additional engineering costs. The additional drainage costs were occasioned by extremely wet ground conditions throughout the project. Slides occurred during the past two winter seasons which far exceeded the anticipated cost for this work and required additional engineering, as does the delay in completion of the project.

This request for an additional authorization will be presented to you at the June 2 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh/JAB:bjm bg

FORM E-20 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1966

SUBJECT: Overrun of Project Authorization
Roberts Mountain-Myrtle Creek Section
Pacific Highway
Contract No. 6451

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for grading, paving, structures and signing is under contract to Roy L. Houck Sons' Corporation of Salem. The present anticipated cost is $4,599,134.20 indicating an overrun of $329,926.15, or 7.7%.

The major reasons for this overrun are due to increases in the contract items concerned with drainage, slides, structure adjustments, and engineering. Due to extremely wet ground conditions which prevailed throughout this project, a considerable increase in the contract bid items concerned with drainage and subdrainage occurred. This additional drainage work totals approximately $89,000. Slides which occurred during two winter seasons occasioned expenditures totalling over $237,000 of which only $100,000 had been anticipated. The project was scheduled to be completed on October 31, 1965. Present estimated completion date is July 15, 1966. This overrun in time is accompanied by additional engineering costs beyond what would otherwise be expected. The size and complexity of this project required a larger engineering crew which had to be maintained even through periods of low production, thus increasing the total cost.

It is recommended that the project authorization be increased by $329,926.15, from $4,269,208.05 to $4,599,134.20.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

DES:nh:JAB:bjm
Attachment

cc: L. H. Young

Form No. E-373—10M—7-55

I-5-2 (32) 109

OREGON STATE HIGHWAY DEPARTM

Report on Expected Over-run of Project Authorization

Project Name: Roberts Mountain - Myrtle Creek
Date: May 13, 1966
Highway: Pacific
Contract No. 6451
County: Douglas
Kind of Work: Grading, Paving, Signing & Strs.
Contractor: Roy L. Houck Sons Corp.

Contract Amount: $3,540,351.60

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
3. Drainage exc., unclass.	6,800 cy	$2.50	+$17,000.00
4. Toe Trench exc., common	5,820 cy	$1.00	+$ 5,820.00
6. Extra for sel. rock emb. mt'l.	109,000 cy	$0.30	+$32,700.00
30. 6" P.M.D.P., uncoated	12,215 l.ft	$1.75	+$21,376.25
31. 8" P.M.D.P., uncoated	8,050 l.ft	$2.25	+$18,112.50
33. Special Backfill in Drains	3,020 cy	$6.00	+$18,060.00
60. Detour Surfacing	1,300 l.ft	$6.00	-$ 7,800.00

Minor items, unitemized algebraic total: -$16,549.94

Subtotal: $3,62 ,070.41

Approved work orders (Price, extra work and state force orders): $412,784.54

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
E.W.O. #6 & #6, Supplement Slide Removal	+$118,000.00
E.W.O. #10, Adjust Existing Booth Ranch Bridge	+$ 10,628.12

Minor items, unitemized algebraic total: -$ 18,074.45

Subtotal: $4,152,408.62

Authorization for engineering: $303,588.13

Expected over-run or under-run of engineering authorization: + $116,411.87

Costs not included above (explain): $

Allowance for future contingencies (15 % of work remaining): + $26,725.58

Credits to come from transfers and deductions: $

Present estimate of project cost: $4,599,134.20

Brief Statement of principal causes of over-run: Overrun of contract items due to the wet conditions that prevailed as evidenced by the overrun of drainage items, almost exclusively. - Slides of two winters caused the overrun in E.W.O.'s. - Engineering overrun due to complexity of project and fact that engineering crew subcisted on funds from this project only for an extended length of time.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$4,269,208.05
Present estimate of project cost	$4,599,134.20
Expected over-run (Amount)	$329,926.15
Expected over-run (per cent)	7.7

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Ass't Division Engineer

Noted by: for Construction or Bridge Engineer

Noted by: ~~Deputy~~ or Assistant State Highway Engineer

State Printing 86719

STATE COPY

APPROVED
Contingent upon modification of
project [illegible]
APR. 15 19[illegible] M.E. Martin
[illegible] Div. Engineer
U.S. [illegible]

Form E-300—6M

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Roberts Mtn.-Myrtle Creek
Date April 22, 1966
Highway Pacific
Contract No. 6451
County Douglas
Prefix 610-1095
Contractor Roy L. Houck Sons' Corp.
F. A. Project No. I-5-2(32)109
Address P.O. Box 671, Salem, Oregon
Order No. 11

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Excavate unsuitable material at bridge and fill and place rock inlay.

Location by station numbers:

3169+50 N. Bnd. (South end fill of older structure).

Estimate of quantities and cost:

Equipment rental	$5,000.00
Labor	3,000.00
NET INCREASE	$8,000.00

(Maximum equipment rates allowable will be as per A.G.C.-State agreement).
(Percentage allowed contractor will be in accordance with executed contract for the project).

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The existing bridge end fill is saturated with water and cannot be drained. Corrective work will be difficult, was not anticipated nor on plans. Payment under contract items would not properly compensate contractor. Verbal approval obtained from Salem April 15, 1966. Work to commence about April 25, 1966.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $4269,208.05
Present estimate of project cost, including $8,000.00 for work under this order $4464,737.83
Expected ~~under-run~~ over-run amount $195,529.78
Expected ~~under-run~~ over-run per cent 4.58

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. H. Hagedorn
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
Assistant State Highway Engineer or Office Engineer.

State Printing

[illegible] 5-6-66

RECEIVED
MAR 30 1966
FOR FILING
I-5-2(32)109
6451

March 29, 1966

546

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Inspection-in-Depth Report
Roberts Mountain-Myrtle Creek
Section, Pacific Highway
Contract No. 6451
Oregon Project I-5-2(32)109

Dear Sir:

The findings related on the Inspection-in-Depth Report as per your letter of March 16 have been reviewed and investigated. Following are comments as requested by your letter:

ITEM NO. 1

(a) The report notes that our specification provides a range of 4 to 7 percent moisture content in the coarse crushed base and that the quantity shall be corrected for anything over 7½ percent. Also, that two instances were recorded where the moisture content was over 7½ percent and no corrections had been made to date.

Comments: First, the specifications on this item say that the water content shall be as set by the Engineer, normally within the range of 4 to 7 percent by weight of the total mix. Also stated is a 0.5 percent tolerance. Therefore, there is not a set 7½ percent limit by specifications. Investigation also brought forth that no water was being added at the time to the mix as the stockpile was wet probably due to natural moisture and rain. Two instances which were slightly over the 7½ percent were not considered abnormal.

(b) The report states that the State officeman in comparing the weigh tickets with material receipt tickets had made some corrections on the material receipt tickets but did not in all cases cross out the incorrect quantity.

Comments: The Resident Engineer is having all of his books reviewed and any such discrepancies corrected.

Also, it was noted that material receipt books in some instances contained two or three totals.

Comments: This is normal procedure. When totaling quantities in these type books, it is general procedure to run a check on the first total. This is often done by different personnel. If one cannot check the other, his total may also be noted on the book until such time as a correct final answer is obtained. This was evidently the case on this project.

(c) The report notes that the placement of the surfacing aggregates was poor and it was necessary to reshape by blading in order to obtain the required finish.

Comments: Investigation proves that placement of material was not good due mainly to the contractor not supplying a uniform amount of material ahead of the laydown machine. In this case, the only method to correct any discrepancies was to use the blade. This operation will be closely watched on future work.

ITEM NO. 2

The report notes that some sprinkling tally sheets listed four loads of water where material receipts were only for three loads.

Comments: Investigation indicates that the load not listed on the material receipt books was used for contractor's haul roads and was not considered a pay item. The Engineer will see that sufficient documentation is placed on the tally sheet to explain the deduction on the material receipt ticket.

ITEM NO. 3

Report states that Material Receipt Book No. 114 includes both Plant-mix Bituminous Base and Asphaltic Concrete.

Comments: It is agreed that this is poor bookkeeping practice as the items should be in separate books even though clearly marked. Indication from the field is that the checker probably only had one book at the time and rather than make scratch notes used the book for both types of mix. This has been discussed in the field, and it will be attempted to eliminate such happenings in the future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
L. R. Chandler

JHW:fp srb

EID#: (35-65-EID-26)

cc: OSHD(Klaboe) File 439
Region (3 cys) imin. Mgr.
Wash DC thru Region
Div Auditor-in-Charge (3 cys)

FORM PR-33D
(8-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(Check Appropriate One) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

REGION 8	DIVISION Oregon	PROJECT NUMBER I-5-2(32)109
DATE OF INSPECTION 9-30 and 10-1-65	PHASE(S) INSPECTED Machine-laid base aggregate material	

INSPECTION MADE BY: P. V. Riedl, Area Engineer
IN COMPANY WITH: Clyde Pike, Auditor

REPORT PREPARED BY: P. V. Riedl, Area Engineer

PROJECT INCLUDES: ☒ GRADING AND DRAINAGE ☒ BASE ☒ PAVING ☒ MAJOR STRUCTURES ☐ OTHER (Specify) Signing

CONTRACTOR (Name and address):
Roy L. Houck Sons' Corporation
Box 671
Salem, Oregon

CONTRACT AMOUNT: $3,540,351.80

PROJECT STATUS (Percent complete): 63

LOCATION: Stations 3006+31.13 to 3387+00, approximately 15 miles south of Roseburg, Oregon. The northerly end of the project is at Station 3006+31.13, which is approximately 0.8 mile southerly from the summit of Roberts Mtn. The southerly end of the project is at Sta 3387+00, which is located at the north end of the Myrtle Creek Interchange.

REPORT FORMAT: (1) SUMMARY OF FINDINGS; (2) RECOMMENDATION *(Including needed followup action)*; (3) DETAILED REPORT OF INSPECTION.

ROBERTS MOUNTAIN - MYRTLE CREEK SECTION
PACIFIC HIGHWAY

This assigned inspection-in-depth was originally planned to cover the paving phase of the project work, but upon arrival at the project site it was found that the paving plant was shut down, thus making it impossible to cover this phase of the work; however, the contractor was placing base surfacing by means of a machine laydown spreader. Thus it was decided to perform the inspection-in-depth on this machine-laid base material.

The inspection included the analysis and review for field control of records, and placement of the surfacing aggregate.

(more)

These involved pay items nos. 61, Coarse crushed material and base; 63, Sprinkling; and office records for items nos. 70 and 72, Plant mix bituminous base and Asphaltic concrete mixture.

1. Findings and recommendations for Pay Item No. 61:

The coarse crushed material in base was revised by Price Agreement No. 2 to provide for the addition of water at the crusher site by means of a pugmill, or rotary-type mixer, and placement of this material on the roadbed by a mechanical laydown spreader. Specifications for moisture content for this method of mixing, provides a range of from 4 to 7 percent, and specifies that the quantity of rock shall be corrected for moisture content on anything over 7½ percent. Check this out. on PA #2

Two instances were recorded in the records of moisture content as being over the 7½ percent limitation. No correction of the quantities had been made to date.

Material receipt and weighbooks, Forms E-10 and E-82, nos. 21 to 28, and 30 to 54 were reviewed for dates, signatures, numbers, and quantities.

The State officeman, in comparing the weigh tickets, Form E-82, with the material receipt tickets, Form E-10, made some corrections on the material receipt tickets,

(more)

but did not, in all cases, cross out the incorrect quantity. Also, the material receipt books, in some instances, show 2 and 3 totals. check amt. — (Normal procedure)

The placement of the surfacing aggregate by the contractor was considered to be poor. Controls by the contractor were inadequate, thus making it necessary to reshape the material by blading, in order to obtain the required finished grade. True

Recommendations: The State should establish a method for checking moisture control of the material at the pugmill or just prior to the incorporation of water in order to maintain a more uniform product. Also establish a method for checking the field office notes and receipt ticket books on a periodic basis, in order to maintain a current check on the project activities.

2. Findings and Recommendations for Pay Item No. 63, Sprinkling: Sprinkling was performed under the (time of loading) method whereby the contractor's water truck driver lists time, quantity, location placed, name, date and truck no., on State Form E-427 for each shift. At the end of each shift the State inspector collects the tally sheet and issues a material receipt ticket for the water used on the eligible portion thereon.

(more)

Records revealed that the tally sheets did not contain sufficient information regarding the pay quantity, such as tally sheet listing 4 loads, and pay quantity was for 3 loads. Why (Check amt.)

The project records did not contain any reference as to the reason for the nonpayment of the one water load.

There were various material receipt tickets that did not agree with the quantity listed on the tally sheets. This was due to the computing of the water truck's capacity to 3 decimal points instead of 1 decimal place, and also to issuing the materials receipt tickets on the computed capacity, whereas the truck driver listed the manufacturer's rated capacity on the tally sheets. The officeman advised that he would correct the quantities involved to reflect the same quantity on each document.

Recommendations: Except as noted above the operating procedures provided adequate control for pay item no. 63.

3. Findings and recommendations for Pay Items Nos. 70 and 72, Plant Mix Bituminous Base and Asphaltic Concrete Mixture:

A review was made of the field records available for the above two pay items of paving. As the paving plant was

(more)

shut down at the time of the inspection, no review of actual operations could be made.

The weigh tickets and material receipt tickets were compared on books nos. 111 to 116, and 125 to 127, involving 11,160.215 tons of plant mix bituminous base and 7204.570 tons of asphaltic concrete mixture. Material receipt book no. 114 included quantities of both pay items. This is not considered good recordkeeping practice, but the items were clearly marked. agree

The weighing and receipt of the material on the project was handled the same as for crushed rock base. Scales for weighing bituminous materials were inspected by the State Department of Weights and Measures on September 16, 1965.

Recommendations: The records indicated that the operating procedures provided adequate control of these two pay items. OK

(3) DETAILED REPORT OF INSPECTION.

The inspection was made on September 30 and October 1, 1965 on the Roberts Mountain - Myrtle Creek Section of the Pacific Highway. It was originally intended to perform this inspection on the "paving phase" of the project work; however,

(more)

after finding that the paving plant was shut down, it was decided to inspect the machine-laid base material and the field records for these and the paving items.

The time for the inspection is as follows:

Travel	4 hours
Inspection Office & Field	14 hours
Write-up	16 hours

The progress of work on the project is considered as Unsatisfactory as the percent of work completed is 63% and the percent of time elapsed is 94%.

Work completed is as follows:

Clearing and grubbing	95% complete
Drainage	93%
Grading	93%
Base	43%
Paving and oiling	15%
Material produced	Complete
Structures	90%

The work in progress on the items covered in this inspection for placement of the machine-laid base is as follows: The contractor has an AC tractor with a Blaw-Knox spreader attached for spreading the material, 10 trucks hauling aggregate from the stockpile to the project, Stas 3340 to 3374, 2 motor patrols reworking material following the placement by the spreader. Compacting is being accomplished

(more)

by a Vibra-plus roller.

The placement of the aggregate in the berm ahead of the laydown machine is considered to be very poor, the trucks being used are bottom dump machines and it is practically impossible to obtain a uniform lift of rock. The contractor normally uses a dump-man to handle the placement of the berm; however, he was absent from the project during this inspection and there was no one controlling this operation on a continuing basis.

The contractor had attempted to use a Co-Cal pickup machine on the berm being placed in order to obtain a uniform spread of material; however, due to the depth of aggregate that was being placed, it was found inadequate to handle the work. Just prior to this inspection the contractor had lowered the depth he was attempting to obtain to 4½ inches loose depth.

During the inspection a moisture check was made and found to be 8.3 percent. The allowable percentage as established in the provisions was 7.5 percent. This was the second time this had occurred on the project; however, to date no method of correcting the records to cover the reduction, as provided in the specifications, has been established.

(more)

The material from the stockpile at this time contains adequate water for placement, thus the material is being mixed in the pug without the addition of water. The State has been testing for moisture content on the grade after placement. It was recommended that they change the place of testing to the pugmill and controlling the water content at this point, rather than on the grade after placement.

A review of the field and laboratory tests was made. It was found that approximately 10 percent (39 of the 403) of the field test results for base surfacing material were out of specifications for gradation for an average of 3 to 4 percent. In order to check these results 40 test samples were taken on the grade for a final check of the in-place material. These results show that the material all meets specifications.

When the contractor began construction operations he found it was impossible to meet the sand equivalent specifications and so he placed a washer on the crushing plant which then cured this problem.

The test results of the 3/4" - 0 material show that of 45 field tests taken, 2 tests did not meet specifications; however, the contractor had quite a lot of difficulty in

(more)

meeting the ½" screen. He was required to reject any material that did not meet specifications.

The ½" - 0 paving aggregate produced met the pertinent specifications of the contract.

The Resident Engineer on the project is Robert Sandman, CE3. Mr. Sandman has been an employee of the Oregon State Highway Department for 12 years, with much of this time as Resident Engineer on location projects.

His assistant is Paul Barnhardt, CE2, with 18 years service with the Highway Department. Mr. Barnhardt has been assigned to this project since March of this year.

Adequate inspection has been enforced on each phase of the construction activities. Each inspector completes a daily progress report and a diary of project activities is maintained by all inspectors.

A copy of the AASHO Informational Guide on Project Procedures is in the field office available to all personnel.

The inspection indicated that the State Resident Engineer had complied with stated operating procedures and Federal

(more)

regulations and the operating procedures provided adequate control with the exception of the few discrepancies, as noted in the report.

RECEIVED
JAN 21 1966

FORM E-30X—50M—5-62 48900

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6451

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 18, 1966

SUBJECT: Roberts Mtn.-Myrtle Creek Section
Pacific Highway
Contract No. 6451
Prefix: 610-1095

To: Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

On or about June 3, 1965, I learned of an accident which had happened at the Booth Ranch Bridge where I was working as a structural inspector. The accident had occurred on May 25, 1965 and involved a Southern Pacific motorized handcar and a laborer, John Washington, who was employed by the bridge contractor, Pacific Concrete Company.

I was not present at the time of the accident but was told about it later by workers on the job. I was told that John Washington and another laborer were carrying a finishing bridge across the tracks when the Southern Pacific handcar came around a corner and struck the finishing bridge. The impact knocked the finishing bridge and John Washington into the ditch adjacent to Bent 4. I was told he injured his neck or head.

Glen G. Inselman
Glen G. Inselman
Engineer Assistant

GGI/gv
cc. Mr. R.L. Porter
Mr. F.D. Morgan
Mr. I.D. Merchant
Mr. G.E. Rohde
Mr. J.E. Chidsey
Mr. R.A. Sandmann

RECEIVED
JAN 30 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 23 1965

I-5-2(32)

645

December 22, 1965

Mr. A. G. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2-supplemental, Account No. 184 covering protection for Southern Pacific Railroad during bridge construction on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

This supplemental agreement is to document a change in specification to increase the States share of railroad protection. It is necessary to protect the railroad during the construction of handrail under Price Agreement No. 13 on the existing Booth Ranch Bridge. The special provisions limiting State's participation to $8,000 is revised to allow the amount of protective services required for handrail construction to be borne by the State. Work on handrail started September 14, 1965.

The original order No. 2 was approved by the BPR, Aug. 4,1964. This supplemental order was tentatively recommended for approval by the BPR Area Engineer. Your approval retro-active to Sept. 14, 1965, under the provisions of PPM 21-6.5, on actual cost basis, is requested.

The estimated amount of this order is $1,500.00 with Federal participation of $1,350.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:ed

RECEIVED
NOV 10 1965

November 9, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 10 covering repairing the northbound Booth Ranch structure and the removal of existing columns and end beams of Bents 1 and 7 on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

The placing of falsework under the existing Booth Ranch Bridge, northbound, is necessary so that repairs can be made to Bents 1 and 7 damaged by the original fills at the bridge ends, exerting pressures on the bents which had not been anticipated. This order also covers the removal of existing columns and the end beams at Bents 1 and 7. The falsework is to be removed when repairs have been completed.

This work was tentatively recommended for approval by the BPR Division Bridge Engineer and Area Engineer, and the Field authorized to proceed October 21, 1965 as an emergency measure. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

BY

L. H. Young
Office Engineer

CWT:cr

Enc.

RECEIVED
NOV 2 - 1965
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

KLA130E

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 26, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: ME Martin
M. E. Martin
District Engineer

SUBJECT: Oregon I-5-2(32)109
Roberts Mtn.-Myrtle Ck. Section
Pacific Highway
State Force Order No. 9
Temporary striping of pavement

Reference is made to your letter dated October 18, 1965 concerning the subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The work needs to be performed in stages as the contractor's work progresses and necessity arises, in order to provide for the safety and guidance of the traveling public. The uncertainty as to the extent of striping required and new imposed traffic patterns would tend to result in excessively high bid prices if the work was undertaken under a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the approved order is returned herewith.

REFERRED TO
[illegible],
By Asst. State Hwy. Engr.
11-1-65

RECEIVED
OCT 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form A-105—5M

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 6 1965 By M.E. Martin
Title
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 9

Project Name Roberts Mtn.-Myrtle Creek Section Date October 1, 1965

Highway Pacific Contract No. 6451 F. A. Project No. I-5-2(32)109

County Douglas Prefix 610-1095 Account No. 278-09

Description of Work To Be Done:

Temporary striping for traffic control during paving operations. Work to be done by State Forces as they are better equipped for such operations.

Location by Station Numbers:

3127 - 3387

Estimate of Quantities and Costs:

25,000 lin.ft. at $0.08/ft. = $2,000.00

Explanation:

No funds have been provided for this work.
This work is necessary for the safety of traffic during paving operations where detouring is required.
The work started September 13, 1965 but has not been completed.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$4,269,208.05	
Present estimate of project cost, including $2,000.00 for work under this order	$4,324,829.49	
Expected ~~under-run~~ over-run (amount)	$55,621.44	
Expected ~~under-run~~ over-run (per cent)	1.3%	

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved: /s/ L. H. Young
~~Assistant State Highway Engineer or~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
SEP 2 3 1965

[illegible] FILING

I-5-2(32)109

[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required. G1-P
Date AUG 25 1965 By M.E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Roberts Mountain-Myrtle Creek
Date August 27, 1965
Highway Pacific
Contract No. 6451
County Douglas
Prefix 610-1095
Contractor Roy L. Houck Sons' Corporation
F. A. Project No. I-5-2(32)109
Address P. O. Box 671, Salem, Oregon
Order No. 9

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove obstruction in South Umpqua River Channel at Sta. 3340.

Location by station numbers:

Station 3340 in River Channel.

Estimate of quantities and cost:

Materials	---	$ 300.00
Equipment	---	500.00
Labor	---	300.00
		$1,100.00
	+15%	165.00
	TOTAL	$1,265.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Work necessary to remove obstruction from South Umpqua River channel. Tentative approval for this work received from Mr. Martin, B.P.R. Maximum equipment rental rates allowable as per AGC-State agreement. Percentage allowed contractor is in accordance with executed contract for this project.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,269,208.05	
Present estimate of project cost, including $1,265.00 for work under this order	$4,294,161.51	
Expected ~~under-run~~ over-run amount	$24,953.46	
Expected ~~under-run~~ over-run per cent	0.58%	

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ John A. Boyd
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

State Printing

[illegible] 9-23-65

Form PR-35A (Rev. 5-60)

cc: OSHD (Klaboe)
Region
Wash DC
Riedl,
Area Engr

O. (TEdwards)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6)

nig

Region No. 8	Report No. 11	County Douglas		State Oregon
Date of inspection 8-18-65	Inspection made by C. T. Christianson, Asst Area Engr			Project No. I-5-2(32)109
In company with R. A. Sandman, Res Engr, OSHD				
Quality of work Satisfactory	Progress of work Unsatisfactory	Time elapsed 85 %	Work completed 56 %	Est. compl. end of month 70 %

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

ROBERTS MOUNTAIN - MYRTLE CREEK SECTION
PACIFIC HIGHWAY
Grading, Paving, Structures, and Signing

(1)

Clearing and grubbing	95% complete
Drainage	85%
Grading	83%
Base	31%
Paving	01%
Materials production	Complete
Utilities adjustments	99%
Structures	
No. 7839A, Clarks Branch NB	30%
7841A, Booth Ranch SB	98%
7841B, Booth Ranch NB	0%
7900A, Boomer Hill Interchange Widening	95%

(2) One blade shaping shoulders at Sta 3379.

One Traxcavator and 2 scrapers excavating and loading rock at Sta 3370 and hauling to subgrade reinforcement areas at Sta 3260.

One blade and 1 water truck shaping subgrade at Sta 3365.

Two men and 2 trucks performing burning operations at Sta 3350.

(more)

EDITION OF 1-59 MAY BE USED

Two Cats w/dozers and rippers performing rock excavation and pioneering at Sta 3340.

One 22B crane w/dragline shaping slopes at Sta 3329.

One Cat w/dozer spreading and placing embankment material at Sta 3395.

One front end loader, 1 Cat w/dozer, 2 Payhaulers, and 2 scrapers excavating rock at Boomer Hill (Sta 3290) and hauling to the embankment at Sta 3260.

One 600 CFM compressor w/Tracdrill drilling boulders for secondary blasting at Sta 3280.

Two Cats w/dozers placing subgrade reinforcement material at Sta 3260.

One Cat w/dozer placing subgrade reinforcement material at Sta 3230.

One backhoe, 1 dump truck, and 2 laborers placing and backfilling perforated drain pipe at Sta 3220.

One Cat w/dozer performing grading operations on the frontage road near Sta 3180.

One boom truck and 3 laborers installing culver pipe in

(more)

the rest area adjacent to Sta 3175.

Three men performing finishing operations on the Boomer Hill O'xing widening structure.

Two men performing finishing operations at the north end of the Booth Ranch southbound structure.

One truck crane and 9 laborers forming and placing steel for the deck of the Clarks Branch structure.

One blade w/stake jumper processing and finishing base rock at Sta 3065.

Two steel wheeled rollers compacting base rock at Sta 3025. One of these rollers is a vibratory type roller.

(3) Price Agreements Nos. 3 and 6, as discussed in Report No. 9, have not been approved for use on this project.

Price Agreement No. 5, as discussed in Report No. 9, has been approved. ¶ Price Agreement No. 7 has been submitted, providing for a 2" asphaltic concrete wearing surface, in lieu of the planned 0 - 11 mat for the frontage roads. Since this involves no additional cost to the project, approval is recommended.

(more)

Price Agreements No.s 8, 9, 10, 11, and 12 are under preparation, involving a reduction in price on 18", 24", 30", 36", and 48" asphaltic-coated corrugated metal pipe due to non-specification thickness of asphalt coating. Approval of these agreements is recommended.

Price Agreement No. 13 is under preparation, providing for a change in the parapet rail on the Booth Ranch Bridge northbound, in order to match the rail being constructed on the new structure southbound. Approval is recommended.

Price Agreement No. 14 is anticipated, providing for select backfill of soft spots excavated in the subgrade area throughout the project, as required. — NC FP —

(more)

¶ The work to be performed under this Price Agreement is limited to the portion of the project south of the Booth Ranch Bridges. Tentative oral approval to proceed with this work was given to John Quiner, Asst Div Engr, on August 4, 1965, and approval is recommended, pending a satisfactory Price Agreement.

A Price Agreement is anticipated to provide for documentation of an overrun in Special backfill for drainpipe.

An Extra Work Order is anticipated, providing for the construction of additional fence panels on a Force Account basis, in accordance with Article 740-5.1 of the Special Provisions. Tentative verbal approval to proceed with this work was given the Resident Engineer on August 18, 1965. Approval is recommended.

A Type G-1 catch inlet was measured in the vicinity of Sta 3100 and found to have walls 6 1/4" thick and a grate 2'8" x 1'8 1/2". These measurements are in accordance with planned dimensions, with the exception of the wall, which was planned at 6" thickness.

(more)

Field control tests and laboratory reports were reviewed and indicate that materials incorporated into this project to date are in substantial conformance with plans and specifications. Poor results were noted on the 28-day cylinder breaks for the deck of Span 6 on the Booth Ranch southbound structure, indicating a strength of approximately 3000 psi; however, the strengths on a 60-day break indicated 3600 psi and no strength problem is anticipated.

The project files on labor interviews were reviewed and indicate compliance with minimum wage requirements for this project.

SEP 3 - 1965
FOR FILING
I-5-2(32)109
6451

Form [illegible]

STATE COPY

APPROVED
Contingent upon modification of project [illegible] additional funds are req[illegible]
Date AUG 10 ~~1965~~ M E Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Roberts Mountain - Myrtle Creek
Date: August 18 1965
Highway: Pacific
Contract No. 6451
County: Douglas
Prefix: 610-1095
Contractor: Roy L. Houck Sons' Corporation
F. A. Project No. I-5-2(32)109
Address: P. O. Box 671, Salem, Oregon
Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct panels of fence additional to normal fence construction at natural waterways as per Special Provisions.

Location by station numbers:

3129+50 Lt. & Rt. Clarks Branch Cr.
3286 Rt. Van Dine Cr.

Estimate of quantities and cost:

Materials	$ 150.00
Equipment	50.00
Labor	325.00
	$ 525.00
+15%	78.75
TOTAL	$ 603.75

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Work necessary to construct acceptable fence across waterway areas as stipulated in Special Provisions. The work started 8-10-65. Tentative approval for the work was received from Mr. C.T. Christianson, BPR, 8-18-65. Maximum Equipment rental rates allowable as per AGC - State agreement. Percent allowed Contractor is in accordance with executed Contract for this project.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 4,269,208.05	
Present estimate of project cost, including $ 603.75 for work under this order	$ 4,294,161.51	
Expected ~~under-run~~ over-run amount	$ 24,953.46	
Expected ~~under-run~~ over-run per cent	0.58%	

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~
Assistant State Highway Engineer or Office Engineer.

State Printing

Young 9-2-65

RECEIVED
SEP 3 - 1965
FOR FILING
I-5-2(32)109

Form [illegible]

STATE COPY

APPROVED
Contingent upon modification of project agreement to add additional funds as required.
Date AUG 27 1965 M. E. Martin
Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name	Roberts Mountain-Myrtle Creek	Date	August 12 1965
Highway	Pacific	Contract No.	6451
County	Douglas	Prefix	610-1095
Contractor	Roy L. Houck Sons' Corporation	F. A. Project No.	I-5-2(32)109
Address	P. O. Box 671, Salem, Oregon	Order No.	1-Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging for the protection of the traveling public during construction of the project.

Location by station numbers:

Station LN 3006+31.13 to Station 3387+00. Over entire Project.

Estimate of quantities and cost: Total Flagging.

Original Authorization (State's share 57½%)	$20,000.00
Additional Requested	30,000.00
TOTAL	$50,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This Additional $30,000.00 needed for State's share of the flagging cost for the protection of the travelling public as provided for the project.

O.K.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,269,208.05
Present estimate of project cost, including $30,000.00 for work under this order	$4,294,161.51
Expected ~~underrun~~ over-run amount	$24,953.46
Expected ~~under-run~~ over-run per cent	0.58%

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~
Assistant State Highway Engineer or Office Engineer.

State Printing

Young 9-2-65

RECEIVED
AUG 3 1 1965
FOR FILING

I-5-2(32)109

STATE COPY

EGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon modification of project agreement if additional funds are required.
Date ~~8-1965~~ AUG 1 6 1965 By WB Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name	Roberts Mountain - Myrtle Creek	Date	August 11, 19 65
Highway 6451	Pacific	Contract No.	6451
County	Douglas	Prefix	610-1095
Contractor	Roy L. Houck Sons' Corporation	F. A. Project No.	I-5-2(32)109
Address	P. O. Box 671, Salem, Oregon	Order No.	6-Supplemental #1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Extra clearing, slide breakdown and pioneering.

Location by station numbers:

Sta. 3054 to 3058, 3233 to 3234+50, 3338 to 3341 and 3200 to 3213.

Throughout the project as necessary.

Estimate of quantities and cost:

Original Authorization	$ 20,000.00
Additional requested	30,000.00
Total	$ 50,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slides have occurred which make it necessary for extra clearing, pioneering, breakdown and removal.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 4,269,208.05	
Present estimate of project cost, including $ 30,000.00 for work under this order	$ 4,294,161.51	
Expected ~~under-run~~ over-run amount	$ 24,953.46	
Expected ~~under-run~~ over-run per cent	0.58%	

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ G. L. Deiker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner II
Assistant Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~ Assistant State Highway Engineer or Office Engineer.

State Printing

Young 8-30-65

RECEIVED
AUG 12 1965
FOR FILING

Form CD-131
(11-63)
(Prescr. by
A.O. 2[illegible]-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

6451

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 6, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M.E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mtn.-Myrtle Creek Sec.
State Force Order No. 8 - Temporary Signing

Reference is made to your letter dated August 5, 1965 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attach.

REFERRED TO
Young w/encl.
BY ASST. STATE HWY. ENGR.
8-12-65

NOTED
F. B. KLABOE

RECEIVED
AUG 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

A-109—5M

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 30 1965 By
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 8

Project Name Roberts Mtn.-Myrtle Creek Section Date July 28, 1965

Highway Pacific Contract No. 6451 F. A. Project No. I-5-2(32)109

County Douglas Prefix 610-1095 Account No. 274-08

Description of Work To Be Done:

Temporary Signing.

Location by Station Numbers:

3006+31.13 - 3386
Throughout Project.

Estimate of Quantities and Costs:

Total Estimate: $400.00

Explanation:

Funds for this work were set up in the original authorization. The work is necessary for the safe control of traffic until permanent signing is completed. The work has not started.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $4,269,208.05
Present estimate of project cost, including $ 400.00 for work under this order $4,294,229.71
Expected ~~under-run~~ over-run (amount) . . . . . . $ 25,021.66
Expected ~~under-run~~ over-run (per cent) 59%

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved: /s/ L. H. Young ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
JUN 22 1965

FORM 2-32 50M 5-60 SP*8470-734

FOR FILING
I-5-2(32)109
[illegible]

From Ex 7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1965

To: MEMO TO THE FILES

SUBJECT: Metal Guardrail Inspection
Material Delivered by Hawkins & Hawkins Co., Inc., Berkeley, California, for Slated OSHD and BPR Projects

On Wednesday, June 16, 1965, the following listed personnel held a field inspection and discussion of stockpiled metal guardrail which had been manufactured and delivered by the Hawkins-Hawkins Co., Inc. of Berkeley, California:

Jay Boyd - Assistant Division Engineer, OSHD
John Jenkins - Assistant Materials Engineer, OSHD
Ed Reif - Materials Inspector, OSHD
John Walker - Assistant Construction Engineer, OSHD
Cliff Christenson - Assistant Area Engineer, BPR
R. W. Nelson - Administrative Manager, Hawkins-Hawkins Co.
John Dys - Sales Manager, Hubbard & Co.
Joe Lyski - Inspector and Consultant, Hawkins-Hawkins Co.

The stockpiles of material inspected were located near Roseburg and Medford and the material was slated for use on the following projects:

CONTRACT NO.	PROJECT	CONTRACTOR
6490 - OSHD	Coyote Creek-Graves Creek	Grosbeck & Durbin
6501 - OSHD	Siskiyou Station-Calif. Line	Kiewit & Sons
6470 - OSHD	Graves Cr.-Jumpoff Joe Cr.	Kiewit & Sons
6358 - OSHD	Sutherlin-Winchester	Houck
6451 - OSHD	Roberts Mtn.-Myrtle Creek	Houck
6312 - OSHD	Fairgrounds Rd.-Shady	Hutchins & McNutt
7R-53 CPR - 8 - 1294 - BPR	Lake of the Woods	Warren Northwest Co.
7R-22 CPR - 8 - 1372 - BPR	McKenzie Bridge	Babler Bros.

Prior to the field inspection a check on Laboratory Tests of specimen samples indicated the metal and galvanizing conformed to the Oregon State Highway requirements. This inspection was made primarily due to a report of questionable workmanship and mainly on the appearance of the galvanizing.

Inspection of the stockpiled material at Roseburg was first made. Visual examination revealed the following:

1. Laboratory specimens tested for the required tests such as quality of metal and amount of galvanizing were probably representative of the delivered material.

2. The galvanizing on one edge for an average distance of 1 - 2 inches was thicker than required and in numerous cases was considered rough when compared to the rest of the panel. It had the appearance of having run and dripped, which action caused unevenness and in some cases bumps. There was some sheets where the apparent dripping caused sharp protrusions of zinc. There were some cases where the zinc coating had a blown appearance, or slag-like deposit which was in a semi-loose condition. This did not effect the main galvanized coating, but was on the outside portion.

3. A few non-coated minor areas were observed where chipping or some action similar was responsible.

4. A few end sections were bent, probably through handling and some intermediate dents or bends were observed.

The stockpiled material at Medford was inspected next. This metal guardrail to some extent carried the same things as observed at Roseburg, but was in much better condition. Hawkins-Hawkins representatives claimed they had somewhat revised their methods of galvanizing for this material.

The amount of guardrail inspected was considerable, estimated as being worth some $400,000.

After the inspection a discussion of the quality of the material was held and the outcome was as follows:

Due to the large quantity of material, it would be impractical to individually inspect each panel of the rail prior to erection to determine corrective measures or rejection. It is considered the obligation of the contractor and supplier to furnish material which is considered suitable. Therefore, inspection by the State will be made after erection, but prior to painting. However, the contractor and supplier are to be advised that the following measures are to be taken for correction as they will form part of the basis for acceptance of the material. These corrective measures are as follows:

1. The rough edge portion of the rail is to be placed downward or at the bottom during erection.

2. All slag, sluff, loose or semi-loose material to be removed, as it may cause areas unsuitable for adhesion of paint.

3. Areas of chipping are to be painted with the approved zinc paint so no bare metal would be exposed.

4. Sharp protrusions are to be eliminated.

5. Bumps or other protrusions which might effect the proper joining and bolting of panels to a snug fit are to be eliminated.

6. Bent, dented or damaged areas are to be suitably corrected.

7. The above-stated corrective measures are to be made prior to painting and painting is not to be done until the Engineer has inspected the work and his approval to paint has been received.

It is not intended that the above requirements will in any way relieve the contractor from meeting the specifications as set forth in the contract agreement, but that they are made only to enforce said agreement.

It may be that some of the panels cannot be corrected to a suitable condition and in this case will be rejected.

John H. Walker
Assistant Construction Engineer

JHW:bjm

cc: F. B. Klaboe
A. W. Parsons - BPR
O. A. White
Ed Reif
L. R. Chandler
K. D. Limbocker
J. L. Hagedorn
Jack McCormack
R. A. Sandmann
G. E. Roberts
A. L. Chapman

RECEIVED
JUN 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (1-58) (Prev. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FOR FILING

[illegible] Young

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 1, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

M E Martin
By: M. E. Martin
District Engineer

SUBJECT: Oregon I-5-2(32)109
Roberts Mtn.-Myrtle Cr. Section
Pacific Highway
State Force Order No. 7

Reference is made to your letter dated May 20, 1965, concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

A signed copy of the order is returned herewith.

RECEIVED
JUN 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

orig to Young
w/ attach
6-11-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—5M

STATE COPY

APPROVED
Contingent upon modification of project [illegible] additional funds are req
Date MAY 17 1965 By: M E Martin
Title Asst. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 7

Project Name Roberts Mtn.-Myrtle Creek Section
Date May 11, 1965
Highway Pacific
Contract No. 6451
F. A. Project No. I-5-2(32)109
County Douglas
Prefix 610-1095
Account No. 233

Description of Work To Be Done:

Horizontal Drains

Location by Station Numbers:

Throughout project.

Estimate of Quantities and Costs:

Total Estimate: $ 8,000.00

Explanation: Funds for this work were set up in the original authorization. The work is necessary to drain ground water in slide areas. The work has not started.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$4,269,208.05	
Present estimate of project cost, including $ 8,000.00 for work under this order	$4,269,208.05	
Expected under-run / over-run (amount)	$ 0.00	
Expected under-run / over-run (per cent)	0.00	

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer,
~~Assistant State Highway Engineer or~~
Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
MAY 2 1965
FOR FILING

6451

FORM 2-30 30M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTE
R. L. PORT

Roseburg, Oregon
May 21, 1965

SUBJECT: Roberts Mtn.-Myrtle Crk. Sec.
Contract No. 6451
Crossing of the Booth Ranch
Bridge by an 80D Shovel

To: Fred Klaboe
Ass't State Highway Engineer
Salem, Oregon

With regard to Mr. Cooper's letters of May 10th and the one of May 18, 1965, and your Assignment No. 34 - all regarding the incident of the moving of an 80D shovel across the Booth Ranch Bridge in direct violation of Assistant Resident Engineer Barnhart's instructions. I wish to advise as follows:

Mr. Roy L. Houck Jr., accompanied by Jim Lambie, an Engineer for the company, were in this office yesterday morning. The matter of crossing the structure by the shovel was discussed. Mr. Houck admitted that the crossing was in direct violation of our instructions to the Company. He stated that he did this because he had in the past, on several occasions, been allowed to cross bridges under the same conditions. I advised him that he was not qualified to judge the permissable load on any bridge when the loads were very heavy. Also, what he may have done on some other bridge did not necessarily indicate what he may do in another location. That he was required to get permission and that this would sometimes involve a letter from this office to the Bridge Depatment for their analysis of the permissable load. He stated that he "would never do this again." I also showed him Mr. Cooper's letter of May 10, which he had not yet seen, advising him that the State had withheld $10,000 from his estimate to cover possible damage repairs to the bridge.

He inquired as to the hold-up of the May 10th estimate on Contract 6451 and was advised that it was not held-up by the crossing of the bridge with the shovel, but because his operators and foreman were disregarding instructions that they were not to haul

5

holding of estimate

the loaded heavy equipment over paved surface, but after this had been done with my approval, the matter was now resolved and the estimate had been released.

I believe that it may be necessary to, on occasion, press the company for compliance on these matters. As to my recommendations, I recommend that this Division and its Resident Engineers continue to impress upon the Houck Company in various ways, suitable to the locations involved, that the State Highway Department and specifically its Resident Engineers and their crews, will continually insist upon compliance with the intent of the specifications and plans. Also that we will, when necessary, use the proper methods available to us to insure that the contractor does comply.

Knowledge by the contractor that he must generally solve his problems with this Division at a local level is also beneficial.

L R Chandler
L. R. Chandler
Division Engineer

LRC:sb

Attach.

cc: F. D. Morgan

Enclosures - Letters from Res. & Ass't Res. Engrs.
Letter from Houck, pictures, etc.

RECEIVED
MAY 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 21 1965
STATE HIGHWAY COMMISSION

NORTHWEST

NORTHWEST

HOUCK'S 80D SHOVEL CROSSING OF BOOTH RANCH
BRIDGE INCIDENT 5-5-65.

HOUCK'S 80D SHOVEL CROSSING OF BOOTH RANCH
BRIDGE INCIDENT 5-5-65.

HOUCK'S 80D SHOVEL CROSSING OF BOOTH RANCH
BRIDGE INCIDENT 5-5-65.

HOUCK'S 80D SHOVEL CROSSING OF BOOTH RANCH
BRIDGE INCIDENT 5-5-65.

⑥

FORM E-30 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

①

Roseburg, Oregon
May 13, 1965

SUBJECT: 80D Shovel Crossing of
Booth Ranch Bridge
Roberts Mtn.-Myrtle Cr. Sec.
Contract No. 6451

To: Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

NOTED
R. L PORTER

Attached hereto is a report of the events that occured on the afternoon of May 5, 1965 as recorded by my assistant, Paul Barnhart.

Paul Barnhart did call me at approximately 3:00 PM to check on whether I would allow the 80D shovel to cross the Booth Ranch structure at Station 3165. I asked him if the superintendent knew the weight of the shovel and his answer was no. I then told him I would check on legal weights and the weight of the shovel. The Maintenance office informed me that legal load was 96,000 pounds and Paulson Trucking of Roseburg gave me information that an 80D shovel would weigh approximately 120,000 pounds. I notified Barnhart of this and said the 80D shovel that Houck was moving could not go across the Booth Ranch structure until it was a legal load.

At approximately 4:00 PM, I received a call from John Gunter, District Maintenance Superintendent, that Barnhart was on the radio with information that Houck's 80D shovel was approximately half way across the Booth Ranch Bridge. I told Gunter to inform Barnhart that I was on my way out to the project. Before leaving for the project, I called Houck's Salem office attempting to contact Roy L. Houck Jr.. He was not in and I was told he was at Graves Creek. I told Houck's Salem office to contact Roy L. Houck Jr. and inform him that the superintendent on the Roberts Mtn.-Myrtle Cr. Section was walking the 80D shovel across the Booth Ranch Bridge against direct orders of the Resident Engineer. I then called the project office and told the office man, Lloyd Hyde, to inform Dick Totten, the superintendent, that he was responsible for any damage to the Booth Ranch Bridge resulting from this incident.

I then left my office and arrived on the project at approximately 4:30 PM where I found the 80D shovel parked on the wide shoulder area at the north end of the Booth Ranch Bridge on the east side of the highway. Barnhart was contacted in this vicinity and together we went to Houck's project office. Barnhart remained in the car while I went into the office where I found Dick Totten and Mr. Roy L. Houck Jr.. I was informed by Mr. Roy L. Houck Jr. that he himself had ordered the 80D shovel to be walked across the Booth Ranch Bridge and he knew that this was in direct violation of the "Engineer's" instructions. I told him that I was in the process of contacting higher authority and that appropriate action would be forthcoming. I then left Houck's office and contacted the Roseburg Division Office to determine if you had been contacted.

Mr. Gunter informed me that you were on your way back to Roseburg from Ashland. Barnhart and I then returned to my office in separate vehicles.

After arriving at the office, I was instructed to accompany John Quiner on a preliminary investigation of the Booth Ranch Bridge at approximately 6:30 PM. This was done.

Robert A. Sandmann
Resident Engineer

RAS:sb

C

FORM E-50 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 12, 1965

To: MEMO TO FILE

SUBJECT: Roberts Mt.-Myrtle Cr. Sec.
Pacific Highway
Douglas County
Roy L. Houck Sons' Corp.

NOTED
L PORTER

L 2

Events leading up to, and during, the movement of 80D Shovel Unit. The afternoon of May 5, 1965

Tuesday AM, May 4, EE III Bert Curtis asked me if it were permissible for Houck Corp. to move their 80D shovel across the Booth Ranch Bridge in order to work in the rock cut at Clarks Branch Road. My immediate reaction in answer to his question was no, because this shovel unit would seem to be of an illegal weight. I told Curtis I would ask R. A. Sandmann for his opinion. His answer was no for the same reasoning.

Wednesday AM, Curtis again asked if the answer was still the same about moving the shovel, and I told him yes, but to make sure I would check with R. Sandmann at the first opportunity. I did not have that opportunity and at, or about, 2:45 PM, I passed the shovel while it was on the haul road at Station 3210 and I decided that we had better make it clear as to how they were going to cross the River. I went into Houck's office and inquired of Lloyd Hyde, Timekeeper, in the presence of Jim Lambie, Houck's Engineer, how they intended to move the shovel across the River. (At this time, Bert Curtis came into the office and was there throughout the rest of the conversation.) Their answer was "on the bridge."

The project Superintendent, Richard Totten, was not present and I requested Lambie to remain while I contacted Sandmann to check on the legal weights. I then called Sandmann at our office and he in turn checked with the Maintenance Permit Office and with Paulson Trucking to find out the legal weight and the approximate weight of an 80D with shovel. R. Sandmann called me at Houck's

(8)

office and said his information is: 96,000 lbs is the legal weight and that the shovel, at best, would weigh at least 128,000 lbs. At this time, Totten drove up and we then discussed the probable weight of the equipment. Eyde got on the telephone and called the Interstate Hauling Company in Portland and got the weights of the machine, which are: cab - 62,000+ lbs; tracks - 52,000+ lbs; and boom - 30,000+ lbs, which totaled, amounts to 145,000 lbs.

I did not inquire of this, but it appeared from their conversation that these weights were the charges that resulted from moving the shovel onto the project. Totten asked if he removed the boom, would we allow him to go across, even though it was apparently overweight. Totten was then informed that any movement across the bridge would have to be within the legal load limit which we understood to be 96,000 lbs.

Conversations regarding other portions of the project then took place, and suddenly Totten jumped up, while conversation was going on, and left the office. Curtis and I went outside, after seeing a long line of traffic moving north, and saw that the shovel had just crossed the structure at Station 3276 and was moving onto the fill at the south end of the Booth Ranch Bridge. All the time that we had discussed the weight, and etc., of the shovel, Totten had given me the impression that he fully understood and that he would not move the shovel across the bridge.

I had recalled, at that time, a State policeman and what appeared to be a weighmaster at the scale shack near Station 3247 a little earlier, and Curtis and I went to see if I could enlist a little aid from someone to help me keep the shovel from crossing the bridge. In the time that we were gone, which amounted to probably ten minutes, and in returning, we found that traffic was stopped and backed up a considerable distance and the shovel was in the process of crossing Booth Ranch Bridge. We went on haul roads and other detours and drove up to the bridge and I then walked out on the structure and told Totten again that he was completely disregarding my instructions. His response was little more than a laugh. I returned to the car at the south end of the bridge and met R. J. Van Cleave and used his radio to call Maintenance and ask them to inform R. Sandmann what was going on.

The shovel crossed the bridge and parked on the easterly shoulder for a short period of time. Then the Night Foreman started moving the shovel again to the north. I went to his pickup and requested that he radio Totten that the shovel was not to be driven up the existing pavement. He apparently did this and even though I did not expect any results, I wanted to confirm our position. I waited then on the project until R. Sandmann arrived and we then went to Houck's office.

The shovel entered the highway at Station Ls 3180+50 and left the highway at Station Ln 3139. With the exception of crossing the pavement of Clarks Branch Road and the above mentioned Stations, the shovel traveled entirely along the contractor's haul road.

Paul R. Barnhart
Paul R. Barnhart
Assistant Resident Engineer

PRB:sb

C

FORM E-30 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1965

SUBJECT: Shovel - Overload
Booth Ranch Bridge #7841
Hwy 1, MP 205.72N.

To:

Tom Edwards
Assistant State Highway Engineer
BUILDING

TED
ORTER

As requested, a thorough inspection was made of the Booth Ranch Bridge, accompanied by Al Rear, Assistant Bridge Engineer; J. Quiner, Assistant Division Engineer; and Eldon Everton, Division Bridge Superintendent, for any damage incurred to the bridge structure caused by the overload movement of the 80-D Northwest shovel and equipment owned and operated by Roy L. Houck and Sons Corp. in crossing the bridge in violation of instruction of the Resident Engineer.

The bridge structure consists of 3-69', 1-64'9" RCDG north approach spans, 1-277' Steel Deck Truss span, and 2-80' and 1-79' RCDG approach spans on the south end.

Total weight of equipment crossing the structure was approximately 158,000 lbs. Shovel weight 145,000#, and the E-750 Ford truck and water tank estimated at 8000# and the Page tilt trailer at 5000#.

We were advised by Mr. R. Sandmann and Mr. Barnhart, Resident Engineers, that the shovel was walked across the structure on plywood sheets, with the shovel and boom weight resting on the tilt trailer. They also stated the shovel, when walking across, caused violent vibration and movement throughout the structure with a horizontal, sideway movement as well as a vertical motion.

On inspecting the shear cracks at the ends of 20" x 5' RC Beams, of which cracks have been noted in the beams since the structure was constructed in 1956, no additional cracks or spauling to the existing cracks could be positively determined as caused by the overload. This also is the same where extensive cracks have been noted previously throughout the 6½" concrete deck system. No new cracks could be definitely found or attributive to this overload movement, although we feel that the movement in the existing cracks may accelerate the need for future maintenance for the concrete deck.

No damage was found to any of the steel members, floor beams, stringers, bracing, or panel connections on the 277 foot steel deck truss.

NOTED
TOM EDWARDS

Also, no damage could be found in the piers and concrete columns, other than that had previously been cracked due to movement caused by pressure from the end fills.

I feel structurely the bridge incurred no damage other than the flexing and working of the existing cracks in the concrete of the structure which could result in some future maintenance, but at this time would be nearly impossible to access or determine the extent.

Attached is sketch showing measurement of 80-D shovel and Page Tilt Trailer.

E. S. Hunter
Maintenance Engineer

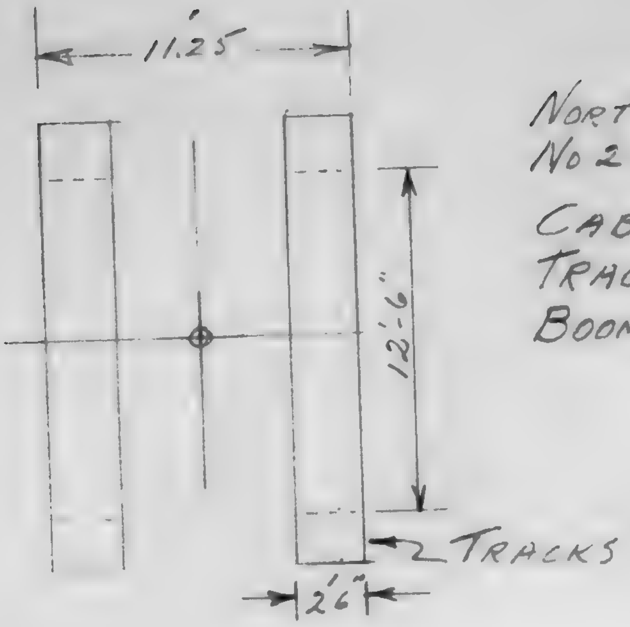
By H. W. Hughlett
H. W. Hughlett
State Bridge Superintendent

HWH:hl
Attachment

cc: Ivan D. Merchant

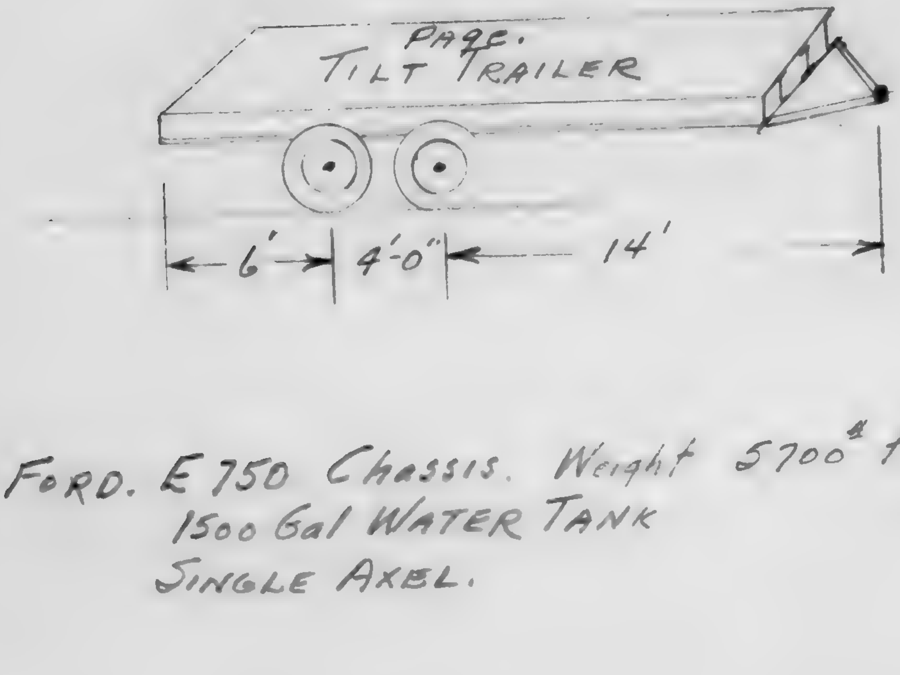
RECEIVED
MAY 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Houch & Sons Equip.
May. 5.65
H.W.H.


11.25
12'-6"
2 TRACKS
2'6"

NORTHWEST- 80 D-SHOVEL
No 23237.

CAB. 62.000# +
TRACKS 52.000# +
BOOM. 30.000
145.000#


Page.
TILT TRAILER
6'
4'-0"
14'

FORD. E 750 Chassis. Weight 5700# to 6100#
1500 Gal WATER TANK 2000#
SINGLE AXEL.

6½" Conc Deck
8'-8" C to C. of Conc BEAMS.

RECEIVED
MAY 21 1965

FOR FILING

6451

May 20, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your information are copies of Order for State Force Work No. 1 - Supplemental, Account No. 285, covering repair and replacement of damaged coaxial cable on the Roberts Mtn.-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

Your letter dated May 5, 1965 authorized this work. Effective date of January 9, 1965.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:bb

Enc.

RECEIVED
MAY 21 1965

6451

May 20, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account 233, covering the installation of horizontal drains on the Roberts Mountain-Myrtle Creek Section of the Pacific Highway in Douglas County, Contract No. 6451 in connection with Federal-Aid Project No. I-5-2(32)109.

This work is necessary for subdrainage in slide areas throughout the project.

The contractor is not equipped to do the work. State forces have the necessary special equipment and personnel to do the work.

The total estimated cost of the work is $8,000.00 with Federal participation of $7,200.00.

This work was tentatively recommended for approval by the BPR Area Engineer May 17, 1965. Your approval, under the provisions of PPM 21-6.3, as of that date, on an actual cost basis, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NKG:cr

Enc.

RECEIVED
MAY 19 1965
FOR FILING

6451

May 18, 1965

Mr. Roy L. Houck, Jr., President
Roy L. Houck Sons' Corporation
Post Office Box 671
Salem, Oregon

Dear Mr. Houck:

Re: Contract No. 6451
Roberts Mountain-
Myrtle Creek Section
Pacific Highway (I-5)

Further reference is made to our letter of May 10 and to your reply of May 12 concerning the overload to the Booth Ranch Bridge on May 5. A careful analysis of the situation indicates that the concrete in the deck was overloaded 100 percent; the reinforcing steel in the deck, over 50 percent; the stringers, 100 percent; and the deflection that was imposed on the stringers was over four times the designed amount.

We have not as yet been able to assess whether or not permanent damage was inflicted on the structure, but until this can be accomplished, the State will withhold $10,000 from your estimate to cover possible repairs.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
I. D. Merchant
F. D. Morgan
L. H. Young
C. H. Maison
G. E. Rohde
E. S. Hunter
L. R. Chandler

ROY L. HOUCK SONS' CORPORATION
Heavy Construction Contracting
1158 CHEMEKETA ST. N.E. SALEM, OREGON
P.O. BOX 671 PHONE 362-3606

May 12, 1965

REFERRED TO

Mr. Forrest Cooper, Oregon State Highway Engineer
Oregon State Highway Department
Highway Building, Center & Capitol Streets
Salem, Oregon 97310

SUBJECT: Contract #6451 - Roberts Mt.-Myrtle Creek - Pacific Highway (I-5)

Dear Sir:

With reference to the moving of the shovel across the Booth Ranch Bridge, near Mile Post 205.72 on the afternoon of May 5, this is to correct the information that you have received concerning this instance. As the Engineer, Mr. Sandmann and the Assistant Resident Engineer, Mr. Barnhart are aware, I was on the project at the time of the incident. I ordered the shovel across the bridge and therefore, if there is a question of incompetency involved, such action should be taken against myself instead of Mr. Richard Totten.

Mr. Sandmann and Mr. Barnhart were advised by me, in the office on the project, within 30 minutes after the incident occured. I feel that any reference to Mr. Totten concerning the above incident is completely out of place and irrelevent to the situation.

I would further call your attention to the fact that the shovel involved was a 1957 Northwest 80D (2½ yd. capacity) weighing approximately 125,000 pounds. Before the machine was walked across the bridge, the boom, dipper and stick were lowered onto a lowboy truck and trailer weighing approximately 27,000 pounds. The shovel was then walked at approximately 0.8 mph across the bridge traveling down the middle of the bridge distributing the load equally in all directions.

Furthermore, sheets of 3/4" plywood 4 x 8 in size were used to mat the deck as the shovel traveled across, assuring the track did not come in contact with the concrete deck. From an engineering standpoint, the span load imposed upon this bridge would have been, in essence, the weight of the shovel plus the lowboy, or approximately 152,000 pounds.

This is less than the span load would be if two legal over the highway hauling vehicles, (156,000 pounds combined) met in the center of the span, an incident which happens normally many times every day. Furthermore, the shovel, because of its low rate of travel, was in essence, a "static load" and as you are aware, a general "rule of thumb" for beam loading where a moving load is concerned, is to add approximately 1/3 of the "static load". This would mean that while the shovel load is 152,000 pounds, the moving load imposed upon the bridge by the trucks would have been 203,000 pounds and therefore, the shovel was a lighter span loading than the two legal highway trucks.

With reference to deck load, the lowering of the boom, dipper and stick onto the lowboy, we effectively reduced the concentrated deck loading to approximately 95,000 pounds. This, again, is nearly equal to the concentrated load of two legally permitted trucks with equal loadings of 43,000 pounds passing a span at the same time. Again, viewing it from a static load vs. a moving load standpoing, the 80D was a lighter bridge deck load.

This method of crossing a highway bridge with a 80D is not original. It has been used by us many times on various Oregon State Highway Department projects with the direct permission of the Oregon State Highway Bridge Department. An example is the bridge over the Rogue River at Homestead which was crossed twice in this manner in 1961 with full approval of the Bridge Department

Therefore, I feel that I used good practice and exercised sound engineering judgment in moving the shovel across the bridge. However, I obviously am guilty of not obtaining prior consent of the Highway Department.

Yours very truly,

ROY L. HOUCK SONS CORPORATION

Roy L. Houck, Jr.
President

RLHjr:nk

cc: Mr. L. R. Chandler, Division Engineer
Mr. Robert A. Sandmann, Resident Engineer
Job File

RECEIV D
MAY 13 1965
OFFICE
STATE HIGHWAY

RECEIVED
MAY 18 1965
FOR FILING

Salem, Oregon
May 17, 1965

Contract No. 6451
Roberts Mtn.-Myrtle Cr. Project

Vince Gallagher
Contract Payments Engineer

Office

Pursuant to instructions received from Mr. Fred B. Klaboe this date you are instructed to withhold $10,000 from the May estimate on the Roberts Mountain-Myrtle Creek Project, Contract No. 6451. The contractor is the Roy L. Houck Sons' Corporation.

The withholding of this sum is occasioned by the movement of an overweight shovel across the Booth Ranch Structure on May 5, 1965, contrary to instructions issued by our Resident Engineer.

The sum withheld is to cover and guarantee payment for any damages which might have resulted to the structure from this action on the contractor's part.

L. H. Young
Office Engineer

LHY:la

From Ex. 2

cc: F. B. Klaboe
F. D. Morgan
C. H. Nelson

FORM E-123X 50M 12-63

RECEIVED
MAY 17 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 13, 1965

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

Re: Co-axial Cable Adjustment
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109 - Contract No. 6451
YOUR FILE: Esti. No. 11082

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letters of March 3, 1965 and April 6, 1965 have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the emergency phase of this work, effective January 9, 1965, and the permanent adjustment, effective April 29, 1965.

Reimbursement for emergency work performed subsequent to January 9, 1965, and reimbursement for permanent work performed subsequent to April 29, 1965 will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates for each phase of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

[illegible]
F. B. KLABOE

PGP:bjm

cc: A. W. Parsons
F. B. Klaboe
L. H. Young
C. H. Maison
L. R. Chandler
R. A. Sandmann
R. L. Lammert
J. E. Holcomb

RECEIVED
MAY 14 1965
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
MAY 12 1965

FOR FILING

6451

May 10, 1965

Mr. Roy L. Houck, Jr., President
Roy L. Houck Sons' Corporation
Post Office Box 671
Salem, Oregon

Dear Mr. Houck:

Re: Contract No. 6451
Roberts Mountain-
Myrtle Creek Section
Pacific Highway (I-5)

During the afternoon of May 5, employees of the Roy L. Houck Sons' Corporation moved a three cubic yard shovel across the Booth Ranch Bridge near Mile Point 205.72 on Interstate Route 5 in Douglas County. This was done in violation of instructions issued by Assistant Resident Engineer Paul R. Barnhart. We are informed that the superintendent in charge of the operation was Richard Totten.

This action resulted in a severe overload to the structure and until such time as full assessment of possible damage can be done, Roy L. Houck Sons' Corporation will be held strictly accountable for any impairment.

The State will withhold any action in this matter until you have had opportunity to present your side of the case to Division Engineer L. R. Chandler at Roseburg. Regardless of the outcome of this discussion, any future disregard of the Resident Engineer's instruction will cause this Department to take such action as is granted under Article 1.8.4 of the Standard Specifications.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Huggins Insurance Agency
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
G. E. Rohde
I. D. Merchant L. R. Chandler

FBK:srb RLP:ms fn

[illegible]
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 5, 1965

08-35.4-EC

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Original signed by
M. E. Martin
Dist. Engineer

Oregon Project I-5-2(32)109
Roberts Mountain-Myrtle Creek Section
Pacific Northwest Bell Telephone Company, Utility Adjustment

Our authorization memorandum on the subject project of April 29, 1965 inadvertently neglected to mention authorization for the emergency repairs done by the subject utility company due to a slide occurring in early January 1965.

Authorization for these emergency repairs is hereby granted confirming our verbal authorization effective January 9, 1965.

copy to [illegible]
5-7-65

RECEIVED
MAY 4 - 1965
FOR FILING

Form CD-121
(11-63)
A.O. 200-10)

UNITED STATES GOVERNMENT

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Memorandum

DATE: April 29, 1965

In reply refer to: 08-35.2-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mtn.-Myrtle Creek Section
Pacific Northwest Bell Telephone Co.
Utility Adjustment

As requested in Mr. Litchfield's letter of April 20, we hereby approve the sketch map and estimate for the additional work necessary in connection with the subject utility co-axial cable adjustment furnished with the utility's letters of March 3 and April 6, 1965, and authorization to proceed with the adjustment is effective on this date.

The portion of the work to be accomplished by contract method, as indicated in the estimate, is also approved.

Young

orig to Young
copy to Morgan
Litchfield
5-4

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIV
MAY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 20, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Co-axial Cable Adjustment
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109 - Contract No. 6451

Dear Sir:

Herewith you will find the following data pertaining to this project:

(1) Two copies of the company's estimate of cost for doing the work dated March 3, 1965 and April 6, 1965.

(2) Two copies of a sketch map prepared by the company showing the work to be done.

As shown on the above-mentioned sketch map, the slide of highway materials caused damage to Pacific Northwest Bell Telephone Company's co-axial cable located on private property. The emergency phase of this relocation was discussed with Paul Riedl last January.

Your approval of this additional work as evidenced above and authorization to proceed with the permanent adjustment under the provisions of PPM 30-4 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
encs.

cc: L. P. Shaw
D. B. Parkes (2)

RECEIVED
APR 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 15 1965
FOR FILING

1/4/ /

SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1965

SUBJECT: Roberts Mtn.-Myrtle Creek
Claims -- Jack Anderson
Elmer Wood
Contract No. 6451
Douglas County

To:

Mr. C. A. Allison
Staff Attorney
BUILDING

A copy of self-explanatory letter on the subject claims from Assistant Division Engineer John Quiner is attached.

In conversation with Mr. Quiner April 12, it was learned the above letter was in error regarding the purchase of land from Mr. Bounds. This purchase was not made by Mr. Anderson and Mr. Woods, but rather, by Mr. Weeks.

In any event, all claims of the nature described should be directed to the contractor. Mr. Quiner has not made reply to Attorney Murphy. It is assumed you will do this.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

GLD:fp
Attach.
cc: F. B. Klaboe ✓
W. T. Wright
L. R. Chandler

NOTED
F. B. KLABOE

RECEIVED
APR 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 90M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 9, 1965

2

SUBJECT: Roberts Mtn-Myrtle Creek
Claims-- Jack Anderson
Elmer Wood
Contract No. 6451
Douglas County

To: F. D. Morgan
Construction Engineer
Salem, Oregon

I was in the process of answering Mr. Edward M. Murphy's letter regarding the subject claim, when your letter requesting the same information was received. I will therefore send my answer through your office so our Legal Department can answer Mr. Murphy.

My investigation reveals that Mr. Anderson and Mr. Woods purchased the land in question on January 11, 1965, from Mr. Bounds. There is a possibility that this claim also involves the property adjacent to Mr. Bounds which is owned by a Mr. Wecks. From this, it would appear that this claim could not be valid since the people filing the claim do not have any legal right or ownership of the land. In addition to this, on about September 10, a representative of the Houck Corporation contacted Mr. Bounds and received permission to leave the fence out along his property for a short period of time.

I was intending to enclose, with my letter to Mr. Murphy, three Xerox copies of Pages 15, 16 & 17 from the Standard Specifications for Highway Construction (Issue of May 1, 1954) on which I outlined sections 1.7.10 Fences, and 1.7.16 Responsibility for Damages. Both of these sections place any possible claim for failure to construct the fence in question on our contractor, Roy L. Houck Sons'.

John Quiner II

John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf

cc: Walter T. Wright
R. A. Sandmann

As attorneys for Jack Anderson, we herewith file a claim against the Highway Commission of the State of Oregon for damages sustained by our client as a result of being deprived of the use of approximately 124 acres of land which adjoins Clarks Branch Road and new Interstate 5 in the Round Prairie area south of Roseburg, Oregon. The following damages resulted from the failure of the Highway Commission and its contractors to rebuild a boundary fence after the original boundary fence had been removed by the Commission.

During the period from September 10 to January 10 this property would provide pasture for 15 head of cattle. The customary rental per head of cattle, per month, for land of this type is $3.00. Levy . . . . $ 135.00

For the period subsequent to January 10, this property was most useful for the purpose of pasturing ewes. If the ewes are not put out to pasture at this time, my client loses the normal profit which he would receive from pasturing the sheep. The property in question could run 45 head of ewes, and the normal profit from which he would be deprived from this number of ewes would be $20.00 per head, or 900.00

TOTAL CLAIM $1,035.00

STULTS, JAYNE & MURPHY

By Edward M. Murphy
Of Attorneys for Claimant

As attorneys for Elmer Woods, we herewith file a claim against the Highway Commission of the State of Oregon for damages sustained by our client as a result of being deprived of the use of approximately 130 acres of land which adjoins Clarks Branch Road and new Interstate 5 in the Round Prairie area south of Roseburg, Oregon. The following damages resulted from the failure of the Highway Commission and its contractors to rebuild a boundary fence after the original boundary fence had been removed by the Commission.

During the period from September 10 to January 10 this property would provide pasture for 15 head of cattle. The customary rental per head of cattle, per month, for land of this type is $3.00. Levy . . . . . . $ 135.00

For the period subsequent to January 10, this property was most useful for the purpose of pasturing ewes. If the ewes are not put out to pasture at this time, my client loses the normal profit which he would receive from pasturing the sheep. The property in question could run 40 head of ewes, and the normal profit from which he would be deprived from this number of ewes would be $20.00 per head, or 800.00

TOTAL . . . . $ 935.00

STULTS, JAYNE & MURPHY

By Edward M Murphy
Of Attorneys for Claimant

MAR 10 1965

Form E-200—6M

FOR FILING

FEB

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Roberts Mtn.-Myrtle Creek Section
Date: February 11, 1965
Highway: Pacific
Contract No.: 6451
County: Douglas
Prefix: 610-1095
Contractor: Roy L. Houck Sons' Corp.
F. A. Project No.: I-5-2(32)109
Address: (PO Box 671) 1158 Chemeketa St. NE, Salem, Oregon 97308
Order No.: 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Drill and blast solid rock in toe trench excavation area.

Location by station numbers:

Sta. 3314 - 3320.

Estimate of quantities and cost:

Labor	$ 485.00
Equipment	1,020.00
Materials	840.00
+15%	351.75
Total	$2,696.75

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Work involved is necessary to provide proper key for toe of embankment construction. Work anticipated is to be performed as stipulated in special provisions for project. Work has not started. Maximum equipment rental rates allowable as per AGC - State agreement. Percent allowed contractor is in accordance with executed contract for project.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,269,208.05
Present estimate of project cost, including $2,696.75 for work under this order	$4,257,248.05
Expected under-run ~~overrun~~ amount	$11,960.00
Expected under-run ~~overrun~~ per cent	0.28

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Copy to Young
3-10-65

RECEIVED
JAN 28 1965
FOR FILING

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
ME Martin
DEC 28 1964 Group 1 - P
Date
Title Dist. Engineer
U.S. Bureau of Public Roads

REGON STATE HIGHWAY DEPARTMEN

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Roberts Mtn.-Myrtle Creek Section
Highway Pacific
County Douglas
Contractor Roy L. [illegible] Sons' Corportation
Address PO Bo[illegible], Salem, Oregon 97[illegible]

December 28, 1964
Contract No. 6451
Prefix 610-1095
F. A. Project No. I-5-2(32)109
Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Extra Clearing, slide breakdown and pioneering.

Location by station numbers:

St. 3054 to 3058, 3233 to 32[illegible] 50, 3338 to 3341 and throughout the project as necessary.

Estimate of quantities and cost:

$2[illegible],000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slides have occurred which necessitate extra clearing and pioneering work.
Work has not started.
Te[illegible] verbal approval of BPR 12/28/64.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,269,208.05
Present estimate of project cost, including $20,000.00 for work under this order	$4,257,248.05
Expected under-run ~~over-run~~ amount	$11,960.00
Expected under-run ~~over-run~~ per cent	0.28

Space to right of this line is for use of Office

Submitted by: /s/ [illegible] A. Sandman
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
~~Assistant State Highway Engineer or Office Engineer.~~

[illegible]ting Copy To Young 1-28-65

RECEIVED NOV 6 - 1964

FOR FILING

STATE COPY

APPROVED
Contingent [illegible] of
project [illegible]
funds are [illegible]
Date OCT 20 1964
MS Martin
Dist. Engr.
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

LLOYD P. SHAW

Project Name	Roberts Mtn.-Myrtle Creek Section	Date	October 14, 1964
Highway	Pacific	Contract No.	6451
County	Douglas	Prefix	610-1095
Contractor	Roy L. Houck Sons' Corp.	F. A. Project No.	I-5-2(32)109
Address	P. O. Box 671, Salem, Oregon	Order No.	5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Adjustment of private water line and private electric line.

Location by station numbers:

Station "D" 3123+50 to "D" 3127+00 Right, Clarks Branch Interchange.

Estimate of quantities and cost:

Labor	$150.00
Equipment Rental	65.00
Materials	110.00
+15%	48.75
Total	$373.75

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Construction of "D" southbound interchange leg will interfere with above private service facilities, which fall within the access control line.

Maximum equipment rental rates allowable as per A.G.C.-State agreement. Per cent allowed Contractor is in accordance with executed Contract for this job.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$4,269,208.05	
Present estimate of project cost, including $ 373.75 for work under this order	$4,257,248.05	
Expected under-run ~~over-run~~ amount	$ 11,960.00	
Expected under-run ~~over-run~~ per cent	0.28	

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Office Engineer.

State Printing

Copy To Young
11-6-64

RECEIVED
NOV 6 - 1964

APPROVED [illegible]ion of
Contingent [illegible] Federal
proje[illegible]
funds [illegible]
Date OCT 21 1964
M. E. Martin
Dist. Engr.
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

NOTED
LLOYD P. SHAW

Project Name	Roberts Mtn.-Myrtle Creek Section	Date	October 14, 1964
Highway	Pacific	Contract No.	6451
County	Douglas	Prefix	610-1095
Contractor	Roy L. Houck Sons' Corp.	F. A. Project No.	I-5-2(32)109
Address	P. O. Box 671, Salem, Oregon	Order No.	4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Adjustment of private power line from water pump to reservoir.

Location by station numbers:

Sta. D 3165-3173 Right, Dillard Interchange

Estimate of quantities and cost:

Labor	$ 410.00
Equipment Rental	450.00
Materials	200.00
+15%	159.00
TOTAL	$1,219.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Power line connects automatic cut-off switch to pump and maintains water level in reservoir. Work has not commenced. Maximum equipment rental rates allowable as per A.G.C. - State agreement. Per cent allowed Contractor is in accordance with executed Contract for this job.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,269,208.05
Present estimate of project cost, including $1,219.00 for work under this order	$4,257,248.05
Expected under-run ~~over-run~~ amount	$ 11,960.00
Expected under-run ~~over-run~~ per cent	0.28

Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer ~~or Bridge Engineer~~

Approval Recommended: /s/ John Quiner
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Office Engineer.

State Printing

Copy To Young
11-6-64

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OCT 7 - 1964
FOR FILING

6451

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 1, 1964

California Pacific Utilities Company
309 - 2nd Street
Myrtle Creek, Oregon

ATTENTION: Mr. G. A. O'Mealy

Re: Telephone Line Relocation
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
Contract No. 6451

Gentlemen:

Your estimate and sketch map for the adjustment of the above-captioned facilities, as submitted with your letter of September 2, 1964, have been approved by the State and the Bureau of Public Roads. You were given verbal authorization to proceed with the relocation of one pole near Station A 3179+80 effective September 15, 1964. You are now authorized to proceed with the remainder of the work approved above, as of September 29, 1964.

Prior to beginning work you are requested to do the following:

(1) Please contact Mr. J. L. Gunter, District Maintenance Superintendent, P. O. Box 1128, Roseburg 97470, phone 672-4444, in regard to obtaining a permit for crossing or relocating on State Highway right of way.

(2) Contact Mr. R. A. Sandmann, Resident Engineer, P. O. Box 1128, Roseburg 97470, phone 673-6322, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for work performed subsequent to the effective dates as listed above will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of your work in the bill. It will also be necessary for you to execute the X-Permit, which has been sent to you under separate cover.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
OCT 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

PGP:bjm

cc: L. P. Shaw
A. W. Parsons
L. H. Young
C. H. Maison
L. R. Chandler
R. A. Sandmann
J. L. Gunter
P. R. Barnhart

[illegible] 17 1964

FOR FILING

I-5-2(32)[illegible]

[illegible]

477 Cottage Street N.E.
Salem, Oregon 97301

September 29, 1964
Original signed by
A. W. Parsons
Div. Engineer
[illegible]

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martimer
District Engineer

Oregon Project I-5-2(32)109
Roberts Mtn.-Myrtle Creek Section
California-Pacific Utilities Co.
Utility Adjustment

Our memorandum dated June 2, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated June 15, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated September 2, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated September 18, 1964.

Copies of a pole line permit were approved effective September 23, 1964 and returned to you. Please furnish this office with the usual two copies after execution by all parties.

Our program memorandum dated March 26, 1964 stated that it is understood that the utility preparatory work will fall under Project I-5-2(23)109 Shady-Myrtle Creek preliminary engineering. You were given verbal authorization to proceed with the relocation of one pole near Station A 3179+80 effective September 15, 1964 as shown by a State Work Order. You are now authorized to proceed with the remaining work for this utility effective this date. Authorization and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

Original to Young
10-?-64

[illegible] P. SHAW

RECEIVED
OCT 7 - 1964
FOR FILING

Form E-20[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name [illegible] -Myrtle [illegible] Date [illegible] 14, 1964

Highway [illegible] Contract No. [illegible]

County Douglas [illegible] [illegible]

Contractor [illegible] F. A. Project No. [illegible]-2(32)109

Address [illegible] Order No. [illegible]

The following work is hereby classified as "Extra Work" to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Replace property owner's stock water line as per R/W agreement File #3649[illegible].

Location by station numbers:

Sta. "L" 3047 - Sta. "L" 3054.

Estimate of quantities and cost:

Labor..........................	$3[illegible]
Equipment Rental	1[illegible].00
Material	125.00
+15%	[illegible]
Total	$719.00

Explanation: (Explain here the conditions which cause the work to be classed as "extra work") This work is necessary as existing water line and stock watering trough fall within newly acquired R/W limits and replacement of water system was set up as part of State's obligation in the R/W agreement. The work started Sept. 11, 1964, and was authorized in telephone conversation with Mr. Larry Rulien, Asst. Div. Engr. Maximum equip. rental rates allowable as per AGC-State agreement. Per cent allowed contractor is in accordance with executed contract for this job.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$4,259,[illegible].05
Present estimate of project cost, including $ 719.00 for work under this order	$4,2[illegible]
Expected under-run ~~over-run~~ amount	$ 11,960.00
Expected under-run ~~over-run~~ per cent	0.28

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approval Recommended: /s/ [illegible]
Construction Engineer or Bridge Engineer

Approved /s/ [illegible] Young
Office Engineer

State Printing

Copy To Young
10-7-64

477 Cottage Street NE.
Salem, Oregon 97301

September 4, 1964

08-35.2 DB

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

By: M. E. Martin
District Engineer

Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pacific Power and Light Company Utility Adjustment

Our memorandum dated June 2, 1964 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letters both dated June 15, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated August 14, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letters both dated September 2, 1964. This approval, however, is subject to our approval of the executed X-Permit for this utility in the form of the proposed permit as already reviewed by this office.

Confirmation of the agreed revisions to the estimates between your field office and yourself should be furnished us to adequately complete the agreement on record.

Our program memorandum dated March 26, 1964 stated that it was understood that the utility preparatory work will fall under Project I-5-2(23)109 Shady-Myrtle Creek preliminary engineering. Our August 26, 1964 memorandum authorized you to proceed with the relocation of one pole near Station 3170 on an emergency basis established by Mr. Litchfield's August 26, 1964 letter effective on the date of our memorandum. You are now authorized to proceed with the remaining work on the distribution line and transmission line adjustments for the captioned utility effective this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

[illegible]

RECEIVED
SEP 11 1964

477 Cottage Street, N.E.
Salem, Oregon - 97301

September 3, 1964

08-35.7

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(28)109
Roberts Mountain - Myrtle Creek Section
Utility Right of Way

We are returning herewith the estimates as the basis for project agreement and the reduced plans for Project No. I-5-2(28)109, (right-of-way) Robert's Mountain-Myrtle Creek Section, for revision as follows:

> Reference is made to our letter of April 1, 1964, authorizing acquisition of easements for the co-axial telephone cable, and request to charge the costs for same to Project No. I-5-2(28)109. We request that you revise the project agreement estimate to include the cost of the easements.
>
> All reduced plans should be revised to show the easements acquired for the utility, and the areas vacated by the utility for use for highway purposes. The former may be accomplished either on the same plans or separate plans.

Attachments

[illegible]

NOTED
LLOYD F. SHAW

RECEIVED
SEP 3 - 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

August 27, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pacific Power and Light Company

In confirmation of our verbal authorization today concerning the relocation of one pole only near Station 3170, as requested in Mr. Litchfield's August 26, 1964 letter, on the subject utility adjustment, you are hereby authorized to proceed effective this date. This authorization, based on a preliminary agreement, plans and estimate, is granted only because of the emergency nature of the work to avoid a conflict with the contractor's operations.

Authorization of the remaining work is withheld until submission of the documents as mentioned in Mr. Litchfield's August 26, 1964 letter.

Original signed by
M. E. Martin
Dist. Engineer

08-35-EC

By: M. E. Martin
District Engineer

original To Morgan
cc Litchfield
Young
9-3-64

NOTED
LLOYD P. SHAW

RECEIVED
SEP 14 1964

Form E-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name [illegible] - [illegible]

Highway [illegible]

County Douglas

Contractor [illegible]

Address [illegible]

The following work is hereby classified [illegible] be [illegible] the terms of contract.

Description of work to be done:

Provide shoring and cribbing [illegible] Bent 2, right of Booth Ranch Bridge [illegible]

Location by station numbers:

Sta. "EF" 316+27.70

Estimate of quantities and cost:

Labor . . . . $ [illegible]
Equipment Rental . . . . [illegible]
Material . . . . [illegible]

Total Cost $ [illegible]

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work is necessary due to the required [illegible] material being at a lower elevation than that shown on the plans. Article [illegible] of the Standard Bridge Specifications requires this method of payment to the contractor [illegible] shoring and cribbing when footing elevations [illegible]

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization . . . . [illegible]

Present estimate of project cost, including
$ [illegible] for work under this order [illegible]

Expected [illegible] amount . . . . . . $ [illegible]

Expected [illegible] per cent . . . . . . [illegible]

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approved [illegible]

Approval Recommended: /s/ John Gainer II
Asst. Division Engineer

Approved [illegible]
Office Engineer

State Printing

Copy to Young 9-14-64

[illegible], [illegible]

This order was approved by [illegible]
[illegible] [illegible]

This work will continue this year.

Maximum equipment rental [illegible]

Percentage allowed contractor [illegible] this job.

[illegible]

RECEIVED
SEP 1 0 1964
FOR FILING

6451

Shaw

August 22, 1964

Roy L. Houck or Son
P. O. Box 671
Salem, Oregon

Dear Mr. Houck:

Pursuant to your telephone call on August 20, 1964 whereby you advised us you would be blasting in the Myrtle Creek area (two miles North of Myrtle Creek Junction), we are submitting our letter giving you the value of our sign per your request for possible damage to our property.

The sign you have reference to is presently advertising Howard Cooper Tractors for the Roseburg Dealer. We have determined the replacement value of the sign to be $2,000.00 plus $85.00 per month while it is out ofservice.

Sincerely,

SPOMER OUTDOOR ADVERTISING COMPANY

R D Spomer

R. D. Spomer
President

RDS:m

cc: Forrest Cooper
Bob Sandman

By Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
AUG 28 1964

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 26 1964
FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

August 13, 1964

[illegible] 04-35.2-OC

A. M. Parsons, Division Engineer
Salem, Oregon

By M. E. Martin
District Engineer

Oregon Project I-5-2(32)109
Roberts Mtn.-Myrtle Creek Section
Western Union Telegraph Co. Utility Adjustment

Our memorandum dated June 2, 1964 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated June 24, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated February 26, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated August 13, 1964.

Our program memorandum dated March 26, 1964 stated that it was understood that utility preparatory work will fall under project I-5-2(23)109 Shady-Myrtle Creek preliminary engineering. You are now authorized to proceed with the actual adjustments for the subject utility effective this date under this project. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-3 dated August 15, 1955 and supplements thereto.

It is understood that this utility has no access from their easement to the Interstate highway right-of-way.

LLOYD R. SHAW

FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

July 30, 1964

08-35-EC
J. H. GIRVIN

A. W. Parsons, Division Engineer
Salem, Oregon

By: J. H. Girvin
Acting District Engr.

Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pavement Design

Our May 27, 1964 and June 26, 1964 memorandums on the subject project indicated that full agreement on stage construction of the pavement was being withheld pending verification of the total required "crushed base equivalent" by utilizing Oregon loadometer data rather than California truck weight characteristics for development of your own traffic coefficient factors possibly in terms of 18 kip single axle loads. This conditional acceptance of your pavement design is applicable to the new work on the added lanes.

We have a copy of Mr. White's September 23, 1963 report justifying a double overlay of the existing roadway for only the Roberts Mountain - South Umpqua River portion of the project. Since pavement strengthening is not needed for the existing roadway on the South Umpqua River - Myrtle Creek portion of the project, justification to support the need for a second future overlay of 2 inches will be necessary if financing with Interstate funds is being considered for this existing roadway section.

RECEIVED
JUL 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan
cc Young
8-5-64

NOTED
LLOYD P. SHAW

RECEIVED
AUG 17 1964

FOR FILING

[illegible]

6451

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
July 23, 1964

Agenda Item 4-1
Throughway Agreement (Supplemental)
Roberts Mountain-Myrtle Creek Section
Pacific Highway No. 1 (15)
Douglas County

Mr. H.S. Cox
County & City Engineer
Office

A

Attached is a conformed copy of the agreement regarding the subject project in Douglas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 1

RECEIVED
AUG 13 1964
FOR FILING

Salem, Oregon
July 22, 1964

Agenda Item 4-m

Railroad Agreement
Roberts Mtn.-Myrtle Creek Section
Pacific Highway
Douglas County

Mr. L.I. Lindas
Chief Counsel
Office

Attention: Mr. J.N. Hershberger
PUC & RR Section

Attached are two copies of an agreement with the Southern Pacific Company in connection with the construction of the Roberts Mountain-Myrtle Creek Section of Interstate 5 in Douglas County. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rm
Attach:

cc - Mr. T.W. Litchfield

RECEIVED
JUL 20 1964
FOR FILING

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

July 14, 1964

Original signed by
M. E. Martin
Dist. Engineer

08-35.4-28

A. W. Parsons, Division Engineer
Salem, Oregon

By M. E. Martin
District Engineer

Oregon Project I-5-2(32)109
Roberts Mountain - Myrtle Creek Section
Pacific Highway
Southern Pacific Railroad Agreement

This will confirm our verbal approval on July 2, 1964 relative to the proposed relocation of the railroad's signal and communication line adjustment as provided in the railroad agreement furnished this office on June 5, 1964.

However, prior to our formally approving this agreement, written evidence showing that the Railroad has approved the plans for the adjustment, submitted by your department, is necessary.

NOTED
[illegible] SHAW

RECEIVED
JUL 15 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
cc Morgan
Litchfield

7-20-64

RECEIVED
JUL 21 1964

FOR FILING

FILE COPY

APPROVED
Contingent [illegible] ratification of
pri[illegible] provisional
fu[illegible]
Date JUL 15 1964 W. E. Martin
Title [illegible] Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Roberts Mountain - Myrtle Creek	Date July 6, 1964
Highway 64-51 Pacific	Contract No. 6451
County Douglas	Prefix 610-1095-
Contractor Roy L. Houck Cons' Corporation	F. A. Project No. I-5-2(32)109
Address P. O. Box 671, Salem, Oregon 97308	Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging for the protection of the traveling public during construction of the project.

Location by station numbers:

Station "Ln" 3006 + 31.13 to Station 3387 + 00 (Entire Project)

Estimate of quantities and cost:

Labor, State's share (57½%) $20,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

State's share of the flagging cost for the protection of the travelling public as provided for in the Special Provisions for the project. Money is provided for in the project authorization. The work has not begun.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job. Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.	Project authorization . . . . $4,269,208.05 Present estimate of project cost, including $20,000.00 for work under this order $4,269,208.05 Expected under-run over-run amount . . . . . . $ Expected under-run over-run per cent	Space to right of this line is for use of Salem Office

Submitted by: /s/ Robert A. Sandmann
Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Bulien
Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer, Assistant State Highway Engineer or~~ Office Engineer.

State Printing

original To Young
7-20-64

RECEIVED
JUL 6 1964

FOR FILING

6451

July 3, 1 64

Oregon State Highway Commission

Gentlemen:

On the agenda for the July 14 meeting will appear the matter of entering into an agreement with the Southern Pacific Company in connection with the construction of the Roberts Mountain-Myrtle Creek Section of Interstate Route 5 in Douglas County.

In addition to construction costs, it is estimated that the Railroad will be placed at approximately $22,000 expense for changes in signals, communication facilities, and other railroad items. This expense, as well as construction costs, is eligible for Federal reimbursement on the normal Interstate ratio. The agreement appears to be in order and I recommend that it have your approval.

After the agreement was prepared, certain language in Paragraph 7 on Page 3 was slightly altered. It is necessary that the Commission initial this change. This has been cleared with the Railroad by telephone.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. I. Lindas
C. H. Maison

RLP:ms bbc

RECEIVED
JUL 7 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 2, 1964

Southern Pacific Company
324 Union Station
Portland, Oregon 97209

ATTENTION: Mr. E. A. Kendrew

Re: Signal & Communications Work - SPRR
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109
YOUR FILE: 911/323
O-PD-63-6

Gentlemen:

The estimate for the adjustment of your facilities on this project as shown in Exhibit "A" of the proposed agreement submitted with Mr. Williamson's letter of May 28, 1964, has been supplemented by the attached sketch map on which we have shown the proposed signal and communication line adjustment. This was prepared after our telephone discussion in which you described how the relocation was to be done.

This has been reviewed and approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with your signal and communication lines as of July 2, 1964.

Please contact Mr. R. A. Sandmann, Resident Engineer, P. O. Box 1128, Roseburg 97470, Phone 673-6322, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for work performed subsequent to July 2, 1964, will be made subject to the provisions of PPM 30-3 and all supplements thereto upon receipt of your billing. Please be sure to include the beginning and completion dates of your work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company
San Francisco, California
ATTN: Mr. H. M. Williamson
L. P. Shaw)
A. W. Parsons)
L. H. Young)
C. H. Maison)
L. R. Chandler)
R. A. Sandmann)
J. L. Gunter)
P. R. Barnhart)

NOTE: Verbal approval received from Paul Riedl of BPR July 2, 1964. They will send letter of formal approval later.

TWL

RECEIVED
JUL 2 1964

FOR FILING

[illegible]

6451

July 1, 1964

Oregon State Highway Commission

Gentlemen:

A supplemental throughway agreement with Douglas County for the Roberts Mountain-Myrtle Creek Section of Pacific Highway No. 1 (I-5) in Douglas County will be presented for your consideration at the July 14 Commission meeting.

The agreement provides for closure of existing county roads and that the State construct and maintain interchanges at Clarks Branch Road and Boomer Hill Road. Also provided is that the State shall relocate and construct a frontage road westerly of Clarks Branch Road Interchange and construct a frontage road easterly of the throughway from Boomer Hill Road Interchange northerly to an existing road. The County is to assume maintenance and jurisdiction of the latter existing road and frontage road.

This agreement modifies and supplements an agreement of February 24, 1954, on the Shady-Booth Ranch Unit of the Shady-Canyonville Section and supersedes entirely a County resolution of September 11, 1954, on the Booth Ranch-Myrtle Creek Unit of the same section.

Your approval is recommended and it is requested that the Secretary be authorized to sign this agreement for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

LPS:ajw bbc

RECEIVED
JUN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

[illegible]
64-1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Roy L. Houck Sons' Corp.,
P. O. Box 671
Salem
Oregon

Gentlemen:

The State Highway Commission on June 26, 1964, awarded to you State Highway Contract No. 6451 for the following project:

Grading-paving-signing-structures-retaining walls on the Roberts Mt.-Myrtle Creek Section of Pacific Highway in Douglas County.

This award was based on your low bid of $3,340,351.60 which was submitted to the Commission on June 24, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
L. D. Merchant

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

June 26, 1964

08-35.EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(32)109
Roberts Mountain-Myrtle Creek Section
Grade, pave & structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6451 to Roy L. Houck, Sons, Corp. of Salem, Oregon, low bidder in the amount of $3,540,351.60 at the June 24, 1964 bid opening.

Mr. Litchfield's June 24, 1964 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project indicating three utilities which have access rights contrary to the advice contained in Mr. Young's letter. As stated in our June 2, 1964 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates as well as the necessary permits are furnished to and approved by this office. Certification that the California Pacific Utilities Company has not released its easement also is necessary.

The Southern Pacific Company has approved the plans by its June 19, 1964 letter. Mr. Litchfield's June 26, 1964 letter indicates that features of the railroad agreement covered by our June 10, 1964 memorandum will be discussed in future correspondence.

Messrs. Litchfield's and Olsen's letters of June 26, 1964 satisfactorily resolve access control line and fencing features.

It should be noted that verification of the "crushed base equivalent" based on the use of equivalent daily 18 kip single axle loads as discussed in our May 27, 1964 memorandum is necessary prior to full agreement on stage construction of the pavement.

NOTED
LLOYD P. SHAW

original To Young
cc Deckey
7-3-64

RECEIVED
JUL 1 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(32)109

Dear Sir:

This is in reply to your letter of June 2, 1964. You have been furnished a copy of the Southern Pacific Company Agreement on June 4, 1964, and have written a letter dated June 10, 1964, concerning various features of this Agreement. Your June 10 letter will be answered by separate correspondence in which the railroad problems will be discussed.

The access control line as requested between Stations 3301 and 3387 will be shown on the tracings but this has not yet been included on the reduced construction plans. The access control line between Stations 3383 and 3387 will be shown on Sheet 16 and the suitable location of the fence will be determined. However, please bear in mind that this location must be compatable with the section adjacent to the south.

You requested further justification for the jog in the fence line right of Station 3178. We feel that this is the only practical solution to this problem for the following reasons:

(1) The conduit as shown ends in a cut section on the right side of the highway and, thus, making an extension of the conduit up the side of the cut to the right of way line is impractical.

(2) The 2-inch water line is not owned by a public utility, but by four private owners whose property lies on the opposite side of the highway. We are reluctant to establish a locked gate for the use of private individuals because of the difficulty in policing the gate.

LLOYD F. SHAW

The evidance requested concerning agreements with utility companies was supplied to you with our letter of June 24, 1964. This should satisfy your concern over the utilities' access rights on this project.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: L. P. Shaw
L. H. Young
J. W. Nash
W. T. Wright

RECEIVED
JUL 1 1964
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1964

Southern Pacific Company
65 Market Street
San Francisco, California

ATTENTION: Mr. H. M. Williamson

Re: Railroad Agreement & Special Provisions
Roberts Mtn.-Myrtle Creek Section
Wall Creek-Siskiyou Station Section
Douglas and Jackson Counties
Projects: I-5-2(32)109 & I-5-1(55)06
YOUR FILES: 911/323 O-PD-63-6
912/323 O-SH-63-5

Gentlemen:

This is in reply to your letters of June 19, 1964 and June 23, 1964, with which you returned construction plans of the above-captioned projects as approved by your Assistant Chief Engineer Mr. R. C. Nissen.

You did not approve the Special Provisions for these projects because you felt they did not conform to PPM 21-10(5) and you felt that our Special Provisions violated Paragraph 7 of the Agreements, which state in part, "In the event any of the work upon property of Railroad as herein contemplated should be advertised for bids by State, the awarded contract shall include the provisions set forth in Exhibit "B", hereto attached and made a part hereof."

Our letter of June 18, 1964 requested the substitution of our current form of "Relations with Railroad Company" for your Exhibit "B". However, this has been discussed at length with the Bureau of Public Roads and attached you will find their letter dated June 22, 1964, in which they explain that PPM 21-10(5) deals only with the State-Railroad Agreement, not with the Special Provisions of the contract. The Bureau of Public Roads also suggests that we revise Exhibit "B", but this has been discussed with our Legal Section and it is their opinion that this is not necessary.

On June 24, 1964, the undersigned discussed by telephone a proposed change in Paragraph 7 of the Agreement with Mr. Kruttschnitt of your office, and it was agreed to substitute the following language in Paragraph 7 for that stated above in this letter: "In the event any of the work upon property of Railroad as herein contemplated should be advertised for bids by State, the contractor to whom the contract is awarded shall be required to comply with the provisions set forth in Exhibit "B", hereto attached and made a part hereof."

NOTED
LLOYD P. SHAW

With this change our Special Provisions will conform to the Agreement and will satisfy the State and the Bureau of Public Roads. Therefore, we have substituted this language in the duplicate originals of the Agreements. We are now submitting these Agreements to the Highway Commission for their signatures at which time they will initial the change in Paragraph 7. Upon execution by our Commissioners the duplicate originals will be returned to you for signature.

Your approval of the Special Provisions for these two projects is again requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company
32 4 Union Station
Portland, Oregon 97209
ATTN: Mr. E. A. Kendrew

Southern Pacific Company
Dunsmuir, California
ATTN: Mr. R. R. Baymiller

R. L. Porter
A. W. Parsons
L. P. Shaw
P. M. Stephenson
L. H. Young
I. D. Merchant
L. R. Chandler
R. A. Sandmann
B. E. Brown
James Chidsey
Roy Norton

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: June 22, 1964

In reply refer to: 08-35.4-B3

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

M E Martin
By M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Projects I-5-1(15)06, Hill Creek-Siskiyou Station Section
and I-5-2(32)109, Roberts Mountain-Myrtle Creek Section
Pacific Highway
Southern Pacific Railroad Agreements

This will confirm verbal discussions this date between Mr. Litchfield of your office and Mr. Martin of this office relative to certain provisions of the subject agreements and to the opinion expressed in the Railroad's June 19 letter to Mr. Morgan that the Special Provisions for the subject projects do comply with the requirements of P.P.M. 21-10(5).

The agreement appears to contain the information required by P.P.M. 21-10(5). However, we believe that the first paragraph of Part 7, which requires the State to include the provisions as set forth in Exhibit "B" in their contract should be revised to permit the State to require the essence of those provisions in their contracts. In our opinion this will obtain the same end results as does the present provision and still allow the State the freedom they need in working up the special provisions of the contract.

We suggest that Exhibit "B" should be rewritten to revise and/or eliminate the language which implies that the provisions are written for the State contractor's guidance.

The agreement is actually between the Railroad Company and the State and it is, in our opinion, proper for the Railroad to spell out the conditions they expect the State to require in their contract but the actual preparation of the provisions of the contracts to cover these requirements is solely the State's responsibility.

Our approval of the Special Provisions of the two subject projects is considered ample evidence that we consider there is no conflict between them and P.P.M. 21-10(5). This P.P.M. deals only with the agreement between the Railroad and the State; not with the provisions of State's contracts.

CONSTRUCTION DIVISION
RECEIVED
[illegible] 1964
[illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 1

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

6451

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

CONSTRUCTION DIVISION
RECEIVED
JUN 26 1964

June 25, 1964

State Highway Engineer
State Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Gentlemen:

We anticipate no fishery problems in connection with the first three below listed projects which you brought to our attention by means of several letters dated April 20, May 6, and May 20, 1964, to satisfy requirements of the Bureau of Public Roads. We request that fish passage be provided in connection with the South Ashland project at the Neil Creek crossing.

1. Elkhead Road - Rice Hill Section, Pacific Highway, Douglas County.
2. Roberts Mountain - Myrtle Creek Section, Pacific Highway, Douglas County.
3. Folly Farm - Scotts Butte Section, Crane - Scotts Butte Highway, Malheur County.
4. South Ashland - California Line Section, Pacific Highway, Jackson County.

Thank you for your effort and consideration in regard to alleviating potential fishery problems.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

Copies to:
Lloyd Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
L. R. Chandler (6)
A. F. Parson (2)

NOTED
LLOYD P. SHAW

RECEIVED
JUN 25 1964
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

June 19, 1964

IN REPLY PLEASE REFER TO
911/323
0-PD-63-6

Mr. F. D. Morgan
Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
JUN 22 1964

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

This refers to your letter of June 2, file: Roberts Mtn.-Myrtle Creek Section, Pacific Highway - Douglas County Project No. I-5-2(32)109, addressed to Southern Pacific Company in Portland, in connection with the proposed second overpass structure at Dole.

One set of the plans which accompanied our copy of that letter is returned herewith and you will note that the cover sheet has been approved by Mr. R. C. Nissen, Assistant Chief Engineer.

With respect to the Contract Special Provisions, we are unable to approve them for reasons discussed in telephone conversation between Mr. Litchfield and Mr. Kruttschnitt. We therefore suggest that prior to the receipt of bids, you issue an addendum to the Special Provisions requiring strict compliance with Exhibit "B" attached to the construction and maintenance agreement which we sent to your Mr. Ivan D. Merchant with our letter of May 28.

NOTED
R L PORTER

To further explain our reluctance to accept the Special Provisions as written, we do not feel that they comply with the rather rigid requirements contained in Policy and Procedure Memorandum 21-10(5) dated January 16, 1961. As discussed with Mr. Litchfield, if you can furnish us with a ruling from the BPR that your proposal does in fact comply with PPM 21-10(5), we will then be glad to give further consideration to your suggested new form.

Very truly yours,

HM Williamson

RECEIVED
JUN 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Attach.

COPIES TO:
AW PARSONS (2)
RL PORTER
LP SHAW
PM STEPHENSON
LH YOUNG
I D MERCHANT
FD MORGAN
LR CHANDLER
RA SANDMAN
JAMES CHIOSEY

DISCUSSED WITH M.E. MARTIN OF BPR ON 6-22-64.
THEY WILL WRITE US LETTER SAYING PPM 21-10(5) PERTAINS TO STATE-RAILROAD AGREEMENT, + HAS NO BEARING ON SPECIAL PROVISIONS. I AM NOW PREPARING A REVISION TO THE AGREEMENT WHICH SHOULD SATISFY THE RR + THE BPR. I

RECEIVED
[illegible]
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

June 12, 1964

08-35.7

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-2(28)109
Roberts Mountain-Myrtle Creek
Parcel 36505 - Morley

Please refer to Assistant Right-of-Way Engineer D. H. Moehring's memorandum of June 9, 1964 providing information that the remainder lands of the above mentioned parcel are not specially benefitted. The information provided indicates the possibility of special benefits is speculative primarily due to the residential improvements now on the rear portion of the remainder. Based on this information we will approve Federal participation in a settlement that does not substantially exceed the Review Appraisal of $7,750.00.

original to Wright
6-15-64
cc Young
7-3-64

NOTED
LLOYD P. SHAW

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 10, 1964

In reply refer to: 08-35.EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: ME Martin
M. E. Martin
District Engineer

CONSTRUCTION DIVISION
JUN 17 1964

SUBJECT: Oregon Project I-5-2(32)109
Roberts Mountain-Myrtle Creek Section
Southern Pacific Company Railroad Agreement

The proposed railroad agreement submitted with Mr. Litchfield's June 4, 1964 transmittal slip has been reviewed and is considered generally satisfactory. However, we note that it is not your intent that the entire cost protection of the railroad's facilities and trains be borne by the contractor in accordance with Item 3 of Exhibit "B". It appears that such costs to be borne by the contractor as determined approximately from Exhibit "A" and your special provisions is as follows:

Field engineering and inspection		$ 8,000
Watchmen		4,000
		$12,000
Plus 30% additives		3,600
	Subtotal	$15,600
Install and remove telltales		940
	Subtotal	$16,540
Contingencies		1,654
	Total	$18,194
Est. cost to be borne by State		8,000
Est. cost to be borne by Contractor		$10,194

We also note that even though railroad access is physically controlled no mention is made in the agreement regarding such control. Possibly the existing easement has language regarding access. If not, we believe that it would be desirable to cover this feature as well as clarification on protective services as previously mentioned by modification of the proposed agreement or supplement thereto. The agreement will be approved if an understanding is reached on these matters and two conformed copies are furnished after it is signed. Authorization to proceed with work by the railroad company is being withheld pending your submission of plans for the rearrangement of its telephone, telegraph and signal lines and appurtenances as well as your providing an itemized breakdown for such work as an attachment to your P.S. & E. estimate.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

477 Cottage St. N.E.
Salem, Oregon 97301

June 2, 1964

Original signed by
M. E. Martin
Dist. Engineer

08-35-.2-EB

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-2(32)109
Roberts Mountain-Myrtle Creek Section
Grading, Paving and Structures

P. S. & E. documents for the subject project including detailed costs for participating railroad protective services have been reviewed and are hereby approved concurrently with Mr. Young's May 25, 1964 request for approval of an individual project program change adding the physical construction to the utility phase. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained, with relocation advisory assistance provided, and further that control of access rights, with the possible exception of those involved with utilities, have been acquired as indicated in Mr. Hoehring's May 22, 1964 letter except for three parcels on which negotiations are in progress or condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

The Southern Pacific Company's railroad agreement has not been furnished. Submission of written evidence that the railroad company has approved the design plans is necessary prior to our concurrence in award. Authorization to proceed with railroad work, other than protective services, is being withheld pending your submission and our approval of the agreement.

The plans do not show a R/W or an access control line on the left of the project from station 3301 to station 3337. The boundary line is apparently considered to be the South Umpqua River, however this line should be distinguished on the plans.

Sheet 16 of the plans does not include a R/W or access control line on the right from station 3383 to 3387. A determination should also be made for placement of a fence on the right for the stations covered on sheet number 16.

(more)

original To Young - with attach.
cc Litchfield
6-9-64

NOTED
LLOYD P. SHAW

Further justification will be necessary for the jog in the fence which provides access to the 2" water line right of station 3178. Consideration could be given to extending the conduit to the right-of-way line or placing of a locked gate which would provide access to the conduit. Deviation of the fence and access control line which results in a non-continuous fence line generally should be limited to situations such as longitudinal irrigation ditches "benched in" roadway slopes, equipment and stock passes and other facilities that cannot be fenced from the adjoining property. Mr. Shaw's September 30, 1963 memo to the file indicated that El Paso Natural Gas Company conduits could be extended only 10 feet outside the roadway slope. However, the fence and access control line are to be maintained on the right-of-way line with no installation of valves or other equipment needing periodic service permitted inside the access control line. Except in extreme cases or where irregular right-of-way is involved, we believe that a similar policy should apply to other conduits that cannot be extended to the right-of-way line.

Approval of fencing the entire right-of-way under the railroad overcrossing and installation of Type 3 fence to protect the safety rest areas is being withheld pending submission of further information. There appears to be little, if any, warrant for fencing the entire area under the structure. Functional planting as a safety barrier should be considered for the rest areas.

Our May 27, 1964 memorandum outlined conditions regarding approval of design and stage construction of the pavement.

Mr. Young's May 28, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The use of the May, 1964 Supplemental Standard Specifications for Metal Pipe Materials for Culverts, Siphons and Underdrains; Guide Posts; and Asphaltic Concrete Pavement is approved for this specific project.

Your May 26, 1964 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached and access rights obtained in connection with utility adjustments included in the project estimate, with the exception of Pacific Northwest Bell's co-axial cable, also is necessary prior to our concurrence in award of contract. Authorization to proceed with other reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

In addition to obtaining railroad and utility easement access rights, the possibility that non-reimbursable utility accesses are not restricted should be investigated. For example, if the power line crossing at Clark's Branch interchange, on which you presently have no information available, was originally located along the county road under a local permit, a regular permit should be issued to restrict access since Interstate airspace is now utilized. In the future we will expect you to adopt a practice in accordance with your policy regarding utilities' information as outlined in Section 2.2.1 and 2.3.3 of your Construction Manual so that such information is available prior to our approval of plans.

RECEIVED
JUN 5 - 1964
FOR FILING

Form CD-121
(11-63)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

DATE: June 1, 1964

In reply refer to: 08-35.7
(411.21)

6451

Lin

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. J. Parsons
Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(28)109, Roberts Mountain-Myrtle Creek
File 36505, Morley

We understand the condemnation complaint has been filed on this parcel. In reviewing the appraisals we note the appraiser is of the opinion the remainder will have no commercial value even though it will be adjacent to a rest area and possible park. The remainder appears to be specially benefited being the first available property on the northbound off-ramp.

We are aware that special benefits cannot be off-set against the taking (State of Oregon vs. Bailey) and realize the residential improvements would be damaged to some extent if commercial type improvements were constructed on the front portion of the remainder. The taking although valued as commercial land could be construed as a taking from the rear residential lands.

Since there is a possibility that this case will proceed to trial, does State law permit the application of the special benefits aspects of the case? The value of the remainder as a service station site could well exceed the value as a residential site, including the house. A reply is requested.

NOTED
LLOYD P. SHAW

Orig. to Lindas
6-3-64

cc Young 6-5-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

original To Young
cc Morgan
5-29-64

NOTED
LLOYD P. SHAW

GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED **REVISED**

Section ROBERTS MOUNTAIN-MYRTLE CREEK Highway PACIFIC (FA 3) County DOUGLAS

Res. Engr. Approx. Length of Project 9 Miles. Sta. 2905± to Sta. 3379+50±

Profile 610-1462
Date 5-11-64

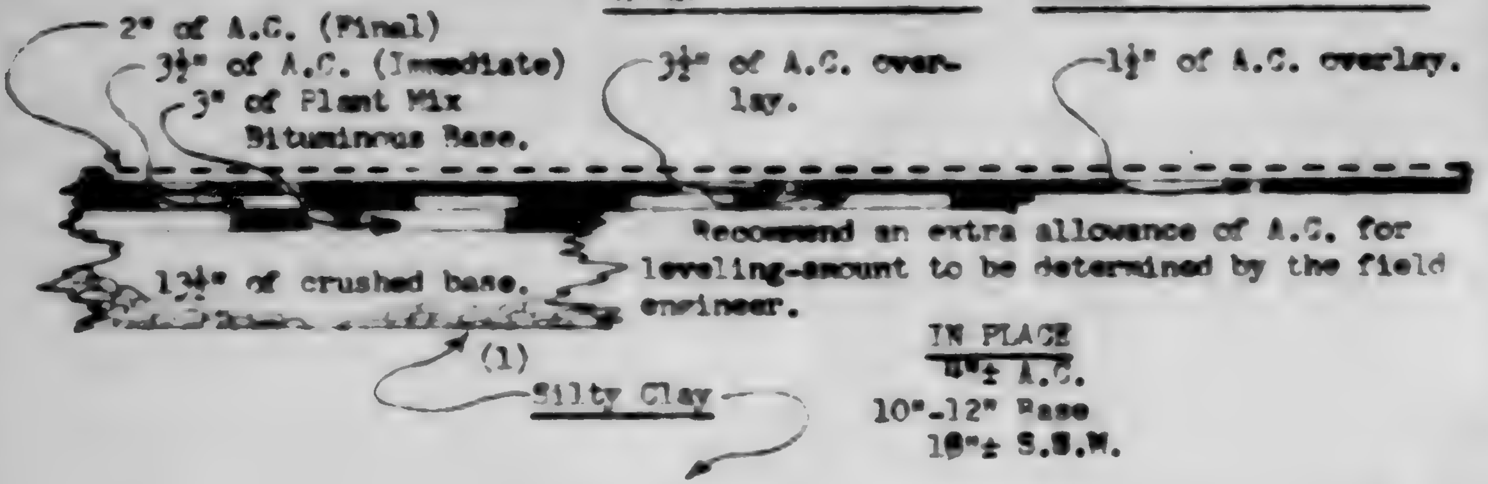
FOR FILING
MAY 11 1964

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (INTERSTATE)

(1)
Typical Soil

35	LL
17	PI
86	% P10
70	% P200
14	% Gravel
5	% C Sand
11	% F Sand
35	% Silt
35	% Clay
18	"R" Value (Corrected)

AASHO Classif. - A-6 (10)


NEW WORK
2" of A.C. (Final)
3½" of A.C. (Immediate)
3" of Plant Mix Bituminous Base.
13½" of crushed base.
(1)
Silty Clay
ROBERTS MT.-S. UMPQUA RIVER
3½" of A.C. overlay.
S. UMPQUA RIVER-MYRTLE CREEK
1½" of A.C. overlay.

Recommend an extra allowance of A.C. for leveling-amount to be determined by the field engineer.

IN PLACE
4"± A.C.
10"-12" Base
18"± S.B.M.

6	2	Final AC	
7	3½	Immediate AC	
4½	3	PMBB	
13½	13½	Cr Base	
29	29	22	

Other Traffic Classif.	Wearing Surface	Level	Cr Base	Actual Thick.	CBR Req
Medium Heavy	2" AC	2	14½	18½	20½
Medium	2" AC	2	12	16	18
Light	Cr Rock = 2		11½	13½	13½

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 10 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by J W Jarboe
Staff Assistant

Recommended by F. F. Decker
Ass't Construction Engineer

Recommended by
Engineer of Materials

Approved by
Dep State Highway Engineer

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer: Division
Chief Locating Engineer

5-11-64

PAVEMENT TYPE SELECTION

ROBERTS MT. - MYRTLE CREEK
PACIFIC HIGHWAY
DOUGLAS COUNTY
Prefix 610-1462

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 6000 1975 ~~[illegible]~~ ADT 12,500 % Heavy Vehicles 15
(NOTE: Increase classification one step for heavy logging use)(Logging Traffic)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual Precipitation ~~[illegible]~~ 36"-42"

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: ______

5. Cost Comparisons: Not appropriate due to other factors.

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected. A.C. wearing surface was designated for this section in the 104 (b) 5 Needs Study.

RECEIVED
APR 27 1964
FOR FILING
[illegible]

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr. April 21, 1964
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

By:
A. W. Parsons, Division Engineer T. Dec
08-35.2-DB Salem, Oregon Engineering Coordinator

Oregon Project I-5-2(32)109
Roberts Mountain-Myrtle Creek Section
Pacific Northwest Bell Telephone Co. Utility Adjustment

Our April 14, 1964 memorandum approved the plans for the subject adjustment. The proposed permit for the adjustment was approved by this office on April 20, 1964. We hereby approve the estimate submitted with Mr. Young's April 20 letter and authorized you to proceed with the adjustment effective with the signature date of Pacific Northwest Bell Telephone Company on the permit application.

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
cc Morgan
Litchfield
4-27-64

NOTED
LLOYD P. SHAW

[illegible]
APR 2 1 1964

FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

April 14, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.2-DB Salem, Oregon

By: M. E. Martin
District Engineer

Original signed by
M. E. Martin
Dist. Engineer

Oregon Project I-5-2(32)109
Roberts Mtn.-Myrtle Creek Section
Pacific Northwest Bell Telephone Co. Utility Adjustment

We hereby approve the subject utility agreement, as evidenced by your Utilities & Railroad Attorney's letters dated December 4, 1963 and April 3, 1964, and the above-mentioned utility's letter dated March 12, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated April 8, 1964. Since the utility is not adequately staffed or equipped to perform the excavation, placement and backfill portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is approved. Provisions of PPM 30-4 dated December 31, 1957 and supplements thereto will govern reimbursement for the eligible portion of the work.

Authorizations to proceed with preparatory work and rights-of-way acquisition for the adjustments have been issued under Projects I-5-2(23)109 and I-5-2(28)109, respectively. Authorization to proceed with actual adjustments based on the plans and estimate approved above is being withheld pending submission of documents covering existing easements, clearly designating access points and your Department's total project cost estimate distribution (P.S. & E.) as requested in our April 1, 1964 memorandum concerning Project I-5-2(28)109.

original To Young
cc Litchfield
4-21-64

NOTED
LLOYD P. SHAW

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APR 15 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

I-5-2([illegible])[illegible]

6451 —

April 14, 1964

Mr. A. F. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

This is in reply to your letter of February 20, 1964, concerning access control on the west side of the Boomer Hill Interchange on the Roberts Mountain - Myrtle Creek Section of the Pacific Highway.

Attached is a print of our revised Right of Way tracing showing the extension of the access control line in this area, which we hope will satisfy your requirements.

Very truly yours,

Frank D. Morgan
Construction Engineer

By D J Barbee

D. J. Barbee
Assistant Construction Engineer

Attach.

FOS:ja

cc. Mr. L. P. Shaw
Mr. L. H. Young

LLOYD P. SHAW

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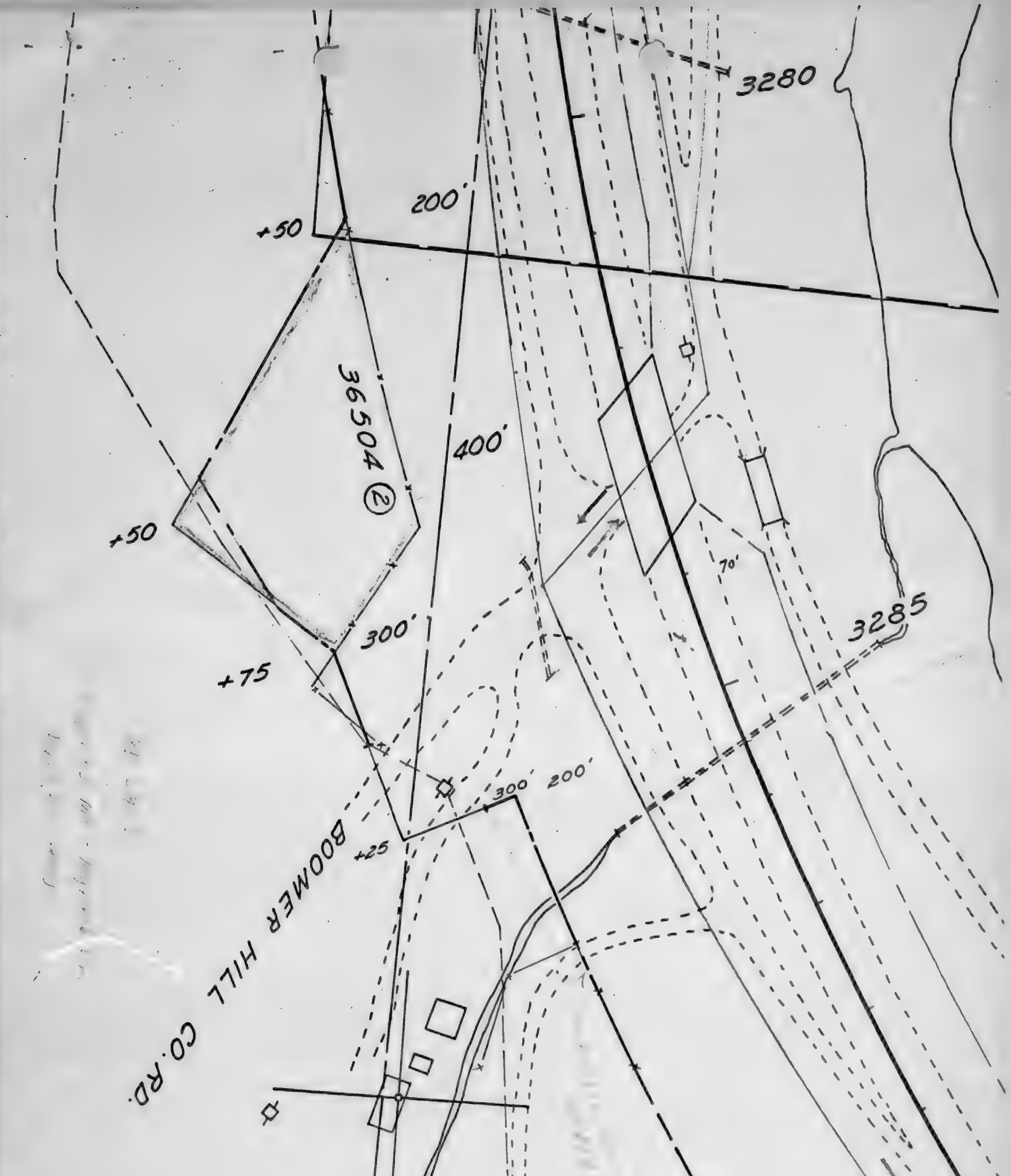
[illegible] 1 [illegible] 1964
STATE [illegible]


3280
200'
+50
36504 ②
400'
+50
70'
3285
300'
+75
300
200
+25
BOOMER HILL CO. RD.

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APR 13 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon

April 8, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Dec
Assistant Division Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

08-35.7

Oregon Project I-5-2(28)109
Roberts Mountain to Myrtle Creek Section - Extension of Box Culvert

Please refer to Right of Way Engineer Walter T. Wright's letter of March 31, 1964 requesting advice as to whether or not Public Roads will participate in the additional cost of $3700 to eliminate a locked gate that serves a telephone company repeater station. We have been furnished additional cost information by Mr. W. Reed of your Construction Section, which indicates that the cost of extending the 13' by 13' box culvert and providing a connecting road is $14,529.69. The estimate indicates that the cost of providing locked gates and an access road is $2,649.07. To this must be added the cost of the right of way, as indicated in Mr. Holt's letter — which is $8300, or a total of $10,949.07. This represents the cost if the box culvert is not extended.

Based upon this additional information we will approve Federal participation in the cost of extending the box culvert.

NOTED
R. L. PORTER

Original to Wright
4-9-64

cc Young & Morgan
4-13-64

RECEIVED
APR 7 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO.
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-2(32)109

6451

April 3, 1964

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

Re: Right of Way Acquisition for co-axial cable
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(28)109

Gentlemen:

You are hereby authorized to proceed with acquisition of right of way for the relocation of your co-axial cable on the above-captioned section of the Pacific Highway as of April 1, 1964.

Our Field Utilities Liaison Engineer, Paul R. Barnhart, advised that easements from ownerships you are crossing with your relocation had been optioned for the following values:

Henry Weber	$250.00
E. V. Bounds	175.00
Arthur Wecks	300.00
TOTAL	$725.00

All costs you incur in connection with this right of way acquisition subsequent to April 1, 1964 are reimbursable in accordance with paragraph 2a of Instructional Memorandum 30-3-61. These costs must be billed separately to project No. I-5-2(28)109.

In exchange for these new easements we will submit to you in the near future a quitclaim deed which will clear the highway right of way of all existing easements owned by your company throughout this project. Instead of easements for your crossings near Stations 3005 and 3190 we will also request you to execute a special permit which obligates the State for any future moves the State may require and sets forth certain access restrictions for serving these facilities in the future.

You are authorized to proceed with your preliminary engineering as of October 23, 1963, by our letter of January 17, 1964, and were asked to charge those costs to Project No. I-5-2(23)109.

It will be necessary to segregate these billings as indicated to assure maximum participation of Federal funds on this work. Your cooperation in this regard will be appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: A. W. Parsons
L. P. Shaw ✓
L. H. Young
J. W. Nash
W. T. Wright
C. H. Maison
L. R. Chandler
L. W. Riley
P. R. Barnhart

OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
APR 6 1964

[illegible]

8431

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

April 1, 1964

Original signed by
T. Dec
Eng. C[illegible]

By:
A. W. Parsons, Division Engineer
Salem, Oregon

T. Dec
Engineering Coordinator

08-35.2-EC

Oregon Project I-5-2(28)109,
Roberts Mountain-Myrtle Creek Section
Utility Rights-of-Way

The acquisition of easements for the co-axial telephone cable outside of the highway rights-of-way is approved as an item of the subject project as requested by Mr. Litchfield's March 31, 1964 letter.

Approval is with the understanding that the portion of the work included under Project I-5-2(29)116 will be withdrawn from that project and that your Utilities and Railroad Attorney's December 4, 1963 letter for that project will be supplemented covering the entire actual adjustment under Project I-5-2(32)109.

You are authorized to proceed with acquisition of the easements with the understanding that the utility will release its existing easements by acceptance of some formal documents controlling ingress and egress such as a "joint use" permit comparable to Pole Line Permit No. 6460 or a more restrictive easement. Such document or documents as well as your total project estimate should be furnished concurrently with your request to proceed with actual adjustment of the Pacific Northwest Bell portion of Project I-5-2(32)109.

NOTED
LLOYD P. SHAW

[illegible]

original To Young
cc Morgan
Litchfield
4-3-64

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APR 2 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH [illegible] FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 31, 1964

Mr. A. W. Parsons
Divisio n Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: R/W Acquisition by Pacific N.W. Bell Telephone Co.
Roberts Mtn.-Myrtle Creek Section
Pacific Highway - Douglas County
Project No. I-5-2(28)109

Dear Sir:

In connection with the above-captioned project it will be necessary for the Pacific Northwest Bell Telephone Company to relocate their co-axial cable which lies between Stations 3005 and 3190 in four different places, as shown on the attached sketch map.

It will be necessary for the telephone company to acquire right of way for these relocations across ownerships of three people from whom the State is acquiring right of way. The attached letter from Mr. P. R. Barnhart outlines the properties crossed by the company and the amount for which they have optioned their proposed right of way.

Please amend the above-captioned right of way project to include the acquisition of this right of way by the utility. The company has submitted their estimate for this work and want to begin clearing before the fire season. Your expeditious handling of this right of way matter will be appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

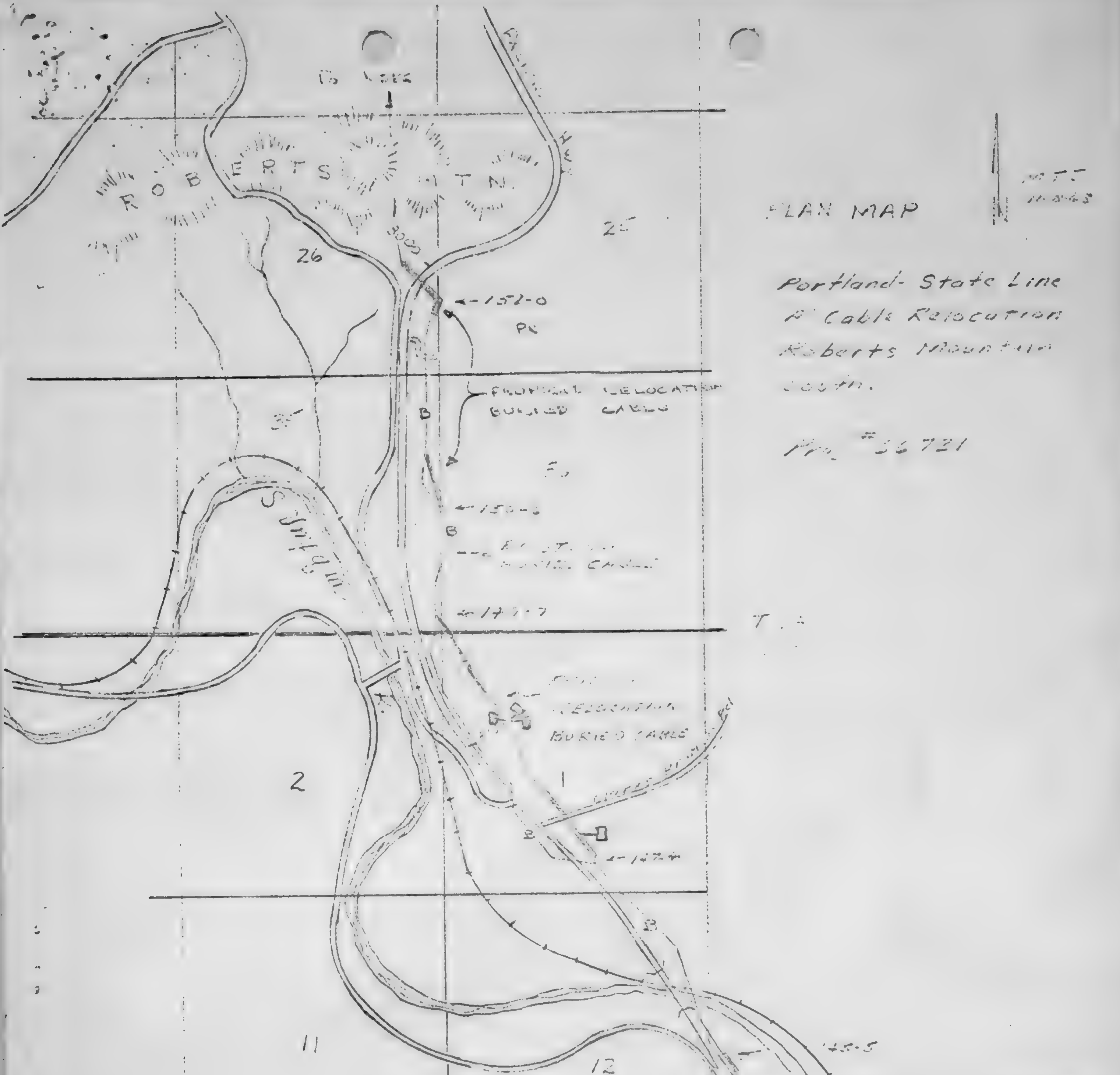
Attachments

TWL:bjm

cc: L. P. Shaw (w/attachs.)
L. H. Young (2) "
W. T. Wright "
C. H. Maison "
P. R. Barnhart "

[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

L


ROBERTS MTN.
26
25
35
36
2
1
11
12
-151-0
PC
PROPOSAL RELOCATION BURIED CABLES
B
-150-
EXISTING BURIED CABLE
-149-7
PROP. RELOCATION BURIED CABLE
-147-
B
148-5
145-4
A
To Grants Pass
N.T.S.

PLAN MAP

Portland- State Line
'A' Cable Relocation
Roberts Mountain
South.

Pr. #36721

FORM 2-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 25, 1964

SUBJECT: Pacific N. W. Bell Telephone Relocation
Roberts Mtn. - Myrtle Creek Section
Pacific Highway
Douglas County

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attention: T. W. Litchfield

In answer to your letter of March 20, 1964, concerning the proposed easements of subject company across the properties of Henery Weber, Arthur Wecks and E. V. Bounds along the proposed above mentioned project.

Weber, R/W file No. 36498: This property has been broken into two classifications with top appraisals of $100 and $300 per acre. 1,000 feet @ $100/acre = $69; 700 feet @$300/acre = $144. Total estimated cost = $213 as compared with $250.

Wecks, R/W file No. 36499: This property is all appraised at $50 per acre. 3,300 feet @$50/acre = 113.50 as compared with $300.

Bounds, R/W file No. 36500: This property has been broken into two classifications with appraisals of $50 and $300 per acre. 1,100 feet @ $50/acre = $38; 600 feet @$300/acre =$123. Total estimated cost = $161 as compared with $175.

With the exception of the Wecks property the cost of these easements seem to be in line with our appraised cost of acquisition. Due to the fact Pacific Northwest Bell has these options signed and the cost involved in going back to renegotiate it would seem unreasonable to have a change made for such a small amount as the difference in Wecks' option, and it is possible our estimated value is a little low.

These estimated costs were discussed with L. W. Riley and K. L. Rolfe of the R/W Department.

L. R. Chandler
Division Engineer

by Paul R Barnhart
Paul R. Barnhart
Field Utilities Liaison Engineer

CONSTRUCTION DIVISION
RECEIVED
MAR [illegible]
[illegible]

PRB:crd

RECEIVED
APR 3 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6457

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 31, 1964

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Extension of Box Culvert
Roberts Mountain-Myrtle
Creek Section
Pacific Highway
Douglas County

Dear Sir:

Reviewed appraisals currently on file disclose that severance damages in the amount of $8,300 will accrue to three ownerships if the box culvert located at Station 3013 is not extended. Further, closure will necessitate the installation of a locked gate for use by the telephone company to access its interests on the east side of Interstate 5.

The Engineering Department estimates that it will cost approximately $12,000 to effect extension of the existing box culvert. We request advice as to whether or not Public Roads will participate in the indicated overage of some $3,700 to eliminate the locked gate.

Inasmuch as right of way negotiations are virtually concluded on the basis of closure, we solicit your prompt response to this proposal in order that we may reorient our negotiating efforts, if so indicated.

Very truly yours,

L. I. LINDAS
Chief Counsel

By L. A. Holt
For
Walter T. Wright
Right of Way Engineer

WTW:LAH:mk

cc: Lloyd P. Shaw ✓
L. H. Young
L. I. Lindas
C. H. Maison

RECEIVED
1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 2 1964

FOR FILING

I-5-2(32)109

6451

March 18, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are submitting one project, Item 355, for the Roberts Mt.-Myrtle Creek Section, Project I-5-2(32)109, which we desire to have included in the Federal-Aid Interstate Highway Program.

The proposed work under the item consists of necessary adjustment of utilities required for the proposed future four-lane construction on the section. We will probably request the construction phase be added to the item at some later date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JWN:bb

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO W.O.	

FEDERAL - AID PRO

(PPM 21-1

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION *(45 typewriter spaces)* I-5 Roberts Mt. to Myrtle Cr. 21 65	**ADT**	PRESENT 6,400	FUTURE 12,500 (66) (70)	YEAR 75 (71) (72)

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* Utility Adjustments 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)

CARD 4	CLASS OF FEDERAL FUNDS Interstate	COUNTY NAME	
	NAME OF URBAN AREA 17-31	ROUTE NO.	FEDERAL-AID I-5

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	WORK STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COST TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16	41	42	43 45	53		(54) (58)	(59) (66)	(67) (75)
5					**PE**		I-5 Roberts Mt. to Myrtle Creek			
5					**ROW**					
5					**CONST** (CODE)				(4,500,000) 75,000	68,000

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.00	75,000	68,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (33)

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

65	**ADT**	PRESENT 6,400	FUTURE 12,500 (66) (70)	YEAR 75 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 042 (4) (9)	ITEM NO. 355 (14) (18)

SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) I- 14 23	NUMBER 5-2(32) 7	SEQ. NO. 13	I. Projects Only POST MI. 109 (24) (26)	DESIG. 27

COUNTY NAME Douglas			CODE 019 (14) (16)	PROGRAM STAGE ☐ 1 OR ☒ 2
ROUTE NO.	FEDERAL-AID I-5 (32)	STATE (36)	U.S. (37) I-5 (41)	

MILES	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
(54) (58)	(59) (66)	(67) (76)			Adjustment of telephone company's coaxial cable (NW Bell Co.) and other necessary utility adjustments required for future constr. of 4-12' lanes H.T. pavement with 10' shoulders and 8.4' median. ROW-300' Normal; Access Control-Full; Parking Restrictions-Complete.
	(4,500,000) 75,000	68,000	7,000		
0.00	75,000	68,000	7,000		
	(16) (23)	(24) (33)			

REMARKS

Additional Data - Item 336, Project I-5-2(28).

USCOMM DUSCOMM-DC 48905-P61

ORDER NO. 40002

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF-276

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct an Overcrossing over the main line tracks of Southern Pacific Company, located 10.2 miles South of Roseburg, in Section 12, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.	ORDER

On January 24, 1964, the State of Oregon, by and through its State Highway Commission, applied to the Commissioner for authority to construct a railroad/highway crossing at the location and in the manner set forth in the above title.

Attached to the Application and parts thereof are Oregon State Highway Department Bridge Division Drawings No. 19376 and No. 18901, showing respectively by plan and elevation drawings and by vicinity map and profile, the general design of the structure and the track clearances which will be provided beneath; the location of the intersection, and the gradients of highway and railroad on their approaches thereto.

In the Application, made under the authority of ORS 366.205 and ORS 763.040, it is stated that the proposed crossing is the second unit of an existing crossing; that it is a part of the Pacific Highway and on the Interstate Highway system, that the highway has been previously located and partially constructed. It is further stated that the proposed crossing is necessary to the proper service and convenience of the public to permit a safe division of traffic and to provide an additional facility for carrying the vehicles in one direction only; that present and estimated traffic volumes on the highway render the construction of a grade crossing at this location inimical to the safety of travel upon both the highway and railroad; and that due to the topography of the land and the close proximity of the South Umpqua River, a structure which will carry the highway over the railroad tracks is the only feasible type of grade separation structure which could reasonably be built at this location.

The Application describes briefly the location of the proposed structure, the general details of its construction, the track clearances which will be provided beneath and the grade of railroad and highway on their approaches to the intersection. It also sets forth certain proposals for the sharing of labor and the bearing of costs involved in its construction, and the maintenance thereof.

Copies of the Application were served upon the Superintendent of Southern Pacific Company and its Attorneys and on the County Court of Douglas County. No objections were made to the construction as proposed or to the entry of an order granting the Application as filed.

No issues are raised by any railroad company or public authority in interest which are within the purview of ORS 763.080 as amended. In consideration of the investigation made herein by the Commissioner's staff, no reason exists for public hearing.

After a consideration of the record and an investigation in the field, it is found that:

Oregon State Highway Commission, the Applicant herein, whose address is Highway Building, Salem, Oregon, is a public authority as defined in ORS 763.010 and authorized to lay out and construct highways and to apply to the Commissioner for authority to construct a railroad/highway crossing as is herein proposed.

Southern Pacific Company is a corporation existing under Oregon laws and a common carrier railroad as defined in ORS 760.005 and authorized to maintain and operate trains over the tracks involved in the proposed construction.

Pacific Highway, or Interstate Highway No. 5, of which it is a part, is a public thoroughfare and a part of the highway system of the State of Oregon and a highway as defined in ORS 763.010 that is open to and for travel by the public. In the vicinity of the crossing it is on tangent alignment and on a compass course that is south 31° 25' 50" east. The roadway which is formed by the deck of the proposed structure is on a gradient which ascends northwesterly on a grade of 2% or less.

The center line of the proposed bridge will be 40 feet south of the center line of the companion structure which was authorized for construction on March 16, 1955 as Crossing No. C-555.50-A. It will be 884 feet and 2 3/8 inches long and consist of 8 concrete spans and one 277 foot long steel deck truss span.

Provision is made beneath the 72-foot long type IV prestressed precast concrete beams which support the super-structure, between bents 4 and 5, for one existing and one future track of Southern Pacific Company. The track side and overhead clearances which will thereby be provided are in excess of the minimum allowable as prescribed by the Commissioner's Rules and Regulations. The standard track clearances will not be impaired by any part of the structure during or subsequent to its construction. It will be of concrete and steel. The roadway deck will be 30 feet in width between felloe guards. Standard hand rails will be installed on each side of the bridge.

The center line of the proposed structure, at Highway Engineering Station LS3163 + 32.98, will intersect, at Railroad Engineering Station 898 + 14.71, a line tangent to the center line of railroad at an angle of 64° 4' 33" in the southeast quadrant.

Applicant proposes that the construction and maintenance of the project be handled and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE

(a) Prepare plans and specifications, award a contract or contracts for and supervise the construction of the proposed overcrossing structure, including the highway approaches thereto.

(b) Finance the construction of said project, and reimburse Railroad for necessary expenditures incurred by it in connection therewith.

(c) After completion of the project, at its own expense maintain the overcrossing structure with its fills and approaches and other highway appurtenances.

THINGS TO BE DONE BY RAILROAD

(a) Subject to reimbursement by Applicant as set forth above:

1. Furnish such engineering inspection, watchmen and flagmen services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Remove and replace such right-of-way fences as may be required.

3. Remove the existing signal and communication lines, protect the same during the construction period and replace them in a permanent location upon completion of the project.

(b) At its own cost and expense maintain the railroad tracks with their appurtenances and facilities.

The foregoing proposals are mutually acceptable to Applicant and the Railroad and they are approved. The proposals relative to the division of expenses are just and reasonable and they are approved.

The construction of an additional railroad/highway crossing at the location herein proposed, as a part of the Interstate Highway system is necessary to the safety, accommodation and convenience of the public. A crossing by means of a grade separation structure which will carry the highway traffic over the tracks of railroad is found to be the most feasible and practical method of effecting the crossing.

From the foregoing it is concluded that the granting of the within Application and the construction of the overcrossing as set forth above is in the public interest, and it is therefore

ORDERED that the Application of the State of Oregon by and through the State Highway Commission for authority to construct an overcrossing over the main line tracks of Southern Pacific Company, located 10.3 miles south of Roseburg in the Southeast Quarter of the Northeast Quarter, Section 12, Township 29 South, Range 6 West, Willamette Meridian, be and the same is hereby granted under the following terms and conditions:

1. The overcrossings shall be constructed in a good and workmanlike manner, in accordance with modern accepted engineering practices and in conformity as to location, grade, elevation and general design with the details as shown on the drawings submitted with the Application and above identified;

2. The construction and maintenance of the overcrossing structure shall otherwise be done and the costs thereof and the expenses thereby incurred shall be borne in accordance with the findings of the Commissioner hereinabove made; and it is further

ORDERED that the crossing number C-555.50-A, presently used to designate the existing crossing, shall be also assigned as a means of identification of this crossing in the Commissioner's Catalog of Railroad Crossings; and it is further

ORDERED that this order shall be effective on the date of the execution hereof.

Made and entered this 9th day of March, 1964.

Jonel C Hill
Public Utility Commissioner

(SEAL)

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

February 20, 1964

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.4-EC

Oregon Project I-5-2(28)109
Federal-aid Interstate Program

Our memorandum, subject as above, dated October 18, 1963, approved your program Item 336 covering right-of-way on Project I-5-2(28)109, Roberts Mountain-Myrtle Creek Section, but authorized only that portion of the project between Station 2900 and 3162, and incidental right-of-way cost.

Mr. Young's letter, dated January 23, 1964, requested authorization to proceed with the actual acquisition of the remaining portion of the project. We wish to confirm previous verbal authorization given by Mr. C. J. Mathias of this office, authorizing actual acquisition of the remaining portion of the project, effective January 31, 1964. This authorization covers Station 3162 to 3387 at a total estimated cost of $22,000 of which $20,000 is reserved as Federal-aid Interstate funds.

We note from the right-of-way map that no access control is shown on the west side of the Boomer Hill Interchange area between approximate Stations 3284 and 3287. Our authorization is with the understanding that you will review this situation and assure that right-of-way will provide satisfactory access control through this area.

original To Young
2-25-64

NOTED
LLOYD P. SHAW

JNH:jr
1-21-64

PUX 517

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the
STATE OF OREGON, by and through its State
Highway Commission, for authority to construct an Overcrossing over the main line
tracks of the Southern Pacific Company,
known as the SECOND BOOTH RANCH OVERCROSSING
project, located 10.3 miles South of Roseburg,
in the Southeast Quarter of the Northeast
Quarter (SE¼NE¼) of Section 12, Township 29
South, Range 6 West, Willamette Meridian,
Douglas County, Oregon.

APPLICATION

No.________________

[illegible] 1376

The Applicant herein respectfully represents:

I

That the name and address of your Applicant are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this Application is made under the authority of ORS 366.205 and ORS 763.040.

III

That for the proper service and convenience of the public, Applicant proposes to reconstruct to Interstate System Highway Standards the Roberts Mountain-Myrtle Creek Section of the Pacific Highway, State Primary Highway No. 1, Interstate System Highway 5, which necessitates the construction of a second overcrossing structure above and across the Southern Pacific Company's existing main line track and a proposed future track, as shown on Oregon State Highway Department Drawings, Plan and Elevation Drawing No. 19376 (Bridge No. 7841A) and Vicinity Map and Profile Drawing No. 18901, attached hereto, marked Exhibit "A" and Exhibit "B", respectively, and by this reference

JNH:jr
1-21-64

made a part hereof. The proposed structure will not replace any existing grade crossing so that it is determined that no benefit therefrom will accrue to the railroad; in view of which fact no participation in the construction costs of the proposed structure is sought from the railroad.

IV

That due to the topography of the land and the close proximity of the South Umpqua River at the site of the proposed crossing, an overcrossing is the only feasible type of grade separation structure which could reasonably be built at this location. That present and estimated traffic density on the highway would render construction of a grade crossing inimical to the safety of travel upon both the highway and the railroad. That construction of a crossing at grade would not be permitted under Federal Interstate System Highway Standards. It is in the best interest of the citizens of this State to comply with said construction standards inasmuch as pursuant to said standards the Federal Government contributes 92% of the project cost and the State contributes only 8% of the project cost.

V

That upon completion, the estimated annual average daily traffic on the proposed structure and its existing twin structure will be 5,000 vehicles with an anticipated increase to 9,800 vehicles in 1975. That there are 8 train movements per day at the site of the proposed overcrossing.

VI

That the proposed structure will carry the south bound traffic upon said highway and will be constructed westerly of and parallel to existing structure with a 40 foot separation between centerlines of the respective structures. The proposed structure will have a 30 foot roadway and an over-all length of 884 feet, 2 and 3/8 inches. The southerly portion of said structure is on a 300 foot vertical curve with a point of intersection at Highway Engineer's Centerline Station LS 3168+00 with a descending grade to the south of 2% and an ascending grade to the north of 1.12%. The centerline of the proposed structure intersects the centerline of the existing railroad track at Highway Station LS 3163+32.98 P.O.T. equals Railroad Station 898+14.71 P.O.C., with an angle of intersection between tangents of 64°04'33" in the Southeast quadrant. Provision is made for construction of a future second railroad track parallel to and 15 feet northerly of the existing track. Provision is also made for the addition of a 60 foot reinforced concrete deck girder span on the northerly end of the existing overcrossing structure, which will become the north bound traffic structure upon completion of the project.

VII

That Applicant proposes that the construction and maintenance of the project be handled, and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed overcrossing structure, including highway approaches, and supervise the construction thereof.

(b) Utilizing State and Federal highway funds only, finance the construction of said project, including reimbursement to Railroad for necessary expenditures incurred by it in connection therewith; said reimbursement shall be made pursuant to the accounting practices contained in Policy and Procedure Memorandum No. 30-3, issued by the Federal Bureau of Public Roads, under date of August 15, 1955, and amendments and supplements thereto.

JNH:jr
1-21-64

(c) After completion of the construction of said project, maintain the overcrossing structure with its fills and approaches and other highway appurtenances.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant under Federal regulations;

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Remove and replace right of way fences as may be required.

3. Remove its existing signal and/or communication lines, protect the same during the construction period, and replace in a permanent location upon completion of the construction.

(b) At its own cost and expense maintain the railroad tracks with their appurtenances and facilities.

VIII

That at all times during construction and after completion of the proposed structure, the vertical and horizontal clearances will exceed the minimum standards set forth in Public Utility Commissioner's Rule 44-055.

IX

That the proposed project is located at Highway mile post 205.72 in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 12, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

JNH:jr
1-21-64

WHEREFORE, Applicant prays for an order authorizing said construction and allocation of costs in accordance herewith and for such other order or orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 21st day of January, 1964.

STATE OF OREGON, by and through
its State Highway Commission

L. I. LINDAS

Assistant Attorney General and Chief
Counsel for the State Highway Commission

By____________________________
J. N. HERSHBERGER
Utilities & Railroad Attorney

STATE OF OREGON)
)ss
County of Marion)

I, Ivan Merchant, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing application is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 21st day of January, 1964.

J. N. HERSHBERGER
Notary Public for Oregon
My commission expires February 20, 1966

I certify that the above is a true and correct copy of the foregoing application and the whole thereof.

J. N. HERSHBERGER
Utilities & Railroad Attorney

RECEIVED
JAN 24 1964
FOR FILING

FORM 2-30X 50M 9-62 49608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1964

SUBJECT: Proposed Second Booth Ranch Bridge
over the South Umpqua River and
Southern Pacific Company Tracks
(Dole Station)

To: Mr. L. I. Lindas
Chief Counsel
OFFICE

The reconstruction of the Pacific Highway to interstate standards requires the construction of a second overcrossing of the South Umpqua River and the Southern Pacific Company tracks at M.P. 205.72. This location is in the SE¼ of the NE¼ of Sec. 12, T. 29 S., R. 6 West, W.M.

I am enclosing 12 prints each of our Drawing Nos. 19376 and 18901, being the plan and elevation and vicinity map, respectively, for the proposed structure. The existing structure is 786'9-5/8" in overall length center to center of end bents. In this project the existing structure will be lengthened by the addition of a 60' reinforced concrete deck girder span on the north end. The proposed new structure will carry southbound traffic and will be constructed westerly from the existing structure with a 40' separation center line to center line of bridges. The new structure will have a 30' roadway and an overall length of 884'2-3/8". Span arrangements consist of four 72'0" and one 81'2-3/8" prestressed beam span, a 277' steel deck truss, an 80', and two 79' prestressed concrete beam spans. Roadway between curbs is 30' with no provision for sidewalks. The southerly portion of the structure is on a 300' vertical curve with a point of intersection at LS 3168+00 and with descending grades to the south of 2% and ascending grades to the north of 1.12%. The structure center line intersects the center line of the existing railroad track at Highway Station LS 3163+32.98 P.O.T. equals Railroad Station 898+14.71 P.O.C. with an angle of intersection between tangents of 64°04'33" in the southeast quadrant. Provision is made for a future second railroad track parallel to and 15' northerly of the existing track.

Vertical and horizontal clearances are indicated on Drawing No. 19376 and in all instances are in excess of minimum PUC clearances. In all cases the clearances on the new structure will be equal to or greater than those under the existing structure.

The proposed construction is on the Interstate Highway I-5, and is considered to be of no benefit to the Railroad. A grade crossing at this location could not be utilized because of the topography and the river crossing.

NOTED
P. M. STEPHENSON

The project will be financed by Federal and State highway funds without participation by the Railroad in the cost of the project. The Railroad will be reimbursed for their necessary expenses in connection with the project as permitted by PPM 30-3 with additions and amendments thereto.

In this construction project the Railroad should do the following things subject to reimbursement as mentioned above:

1. Remove and replace right-of-way fences as required.

2. Furnish engineering, watchman, and flagman services to protect Railroad operations during the construction period.

3. Remove and protect its signal and communication lines during the construction period and replace in permanent location upon the completion of construction.

4. Maintain its trackage and roadbed at all times.

The State will prepare plans, specifications, award a contract, and supervise construction and upon the completion of the project will maintain the structure and highway appurtenances.

Upon the completion of the project there will be an ADT of 5000 vehicles which will increase to 9800 vehicles in 1975. The highway traffic represents the total on both northbound and southbound lanes at this location. There is an average of eight train movements daily.

Will you please prepare a request for a PUC order for the construction of this project.

Ivan D. Marchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. P. M. Stephenson ✓
Mr. Ted Litchfield

~~R~~ECEIVED
OCT 1 0 1963
FOR FILING

I-[illegible]-2 ([illegible]) [illegible]

6457

NOTED
H. S. COX

September 30, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon

NOTED
DON HARWELL

Dear Mr. Parsons:

On June 25, 1963, the Douglas County Court was notified by letter of the Highway Commission's plans to reconstruct the Roberts Mountain-Myrtle Creek Section of the Pacific Highway (Interstate 5). Public notices were published in the Roseburg "News Review" concerning the proposed project. Under date of July 15, a letter was received from the Douglas County Court stating that no requests had been received for a public hearing so no hearing was held. Copies of all correspondence are attached.

This certifies that the people in Douglas County were notified of the proposed project and that no person has requested a hearing, and that the State Highway Department has considered the economic effects in adopting this location.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

H. S. Cox
County and City Engineer

NOTED
LLOYD P. SHAW

DNH:eb
Att.

cc: Victor D. Wolfe
L. H. Young
D. J. Barbee

L.P. Shaw

RECEIVED
OCT [illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
SEP 17 1963
FOR FILING

Section [illegible] Highway [illegible] ( ) County [illegible]

Res. Engr. Length of Project Miles Sta. [illegible] to Sta. [illegible]

TY. SEC. [illegible]

(1)

35
37
75
5

AASHO [illegible] (T-)

PROPOSED MATERIAL SOURCE

Location	Lab. No.	S.G.	Type of Material	Max. Size	Pass No. 4 Screen	% Frac.	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
[illegible]			[illegible]				[illegible]				[illegible]

by use of [illegible]

Submitted by

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by
Deputy State Highway Engineer

B.P.R.
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

6

PAVEMENT TYPE SELECTION

[illegible] CREEK
[illegible] HIGHWAY
[illegible] COUNTY
Project [illegible]-1442

Principal Factors Governing Selection

1. Traffic Classification: [illegible] Present ADT [illegible] 19[illegible] ADT [illegible] % Heavy Vehicles 15
(NOTE: Increase classification one step for heavy logging use)(Logging Traffic)

2. Soils Characteristics: See design chart [illegible]

3. Weather: Frost Penetration ____ Annual Rainfall Precipitation [illegible]

4. Performance of Similar Pavements in Area: Good [illegible] Fair ____ Poor ____
Remarks: ____

5. Cost Comparisons: [illegible]

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: [illegible]

7. Stage Construction: [illegible]

8. Depressed Surface, or Elevated Design: [illegible]

9. Conservation of Aggregates: [illegible]

10. Stimulation of Competition: [illegible]

11. Construction Consideration: [illegible]

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: [illegible]

13. Traffic Safety: [illegible]

14. Availability of or Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: [illegible]

CONCLUSION AND REMARKS:
[illegible]

RECEIVED
JUL 17 1963
FOR FILING

I-5-2(32)107

c-151

July 17, 1963

Oregon State Highway Commission

Survey Resol
273

Gentlemen:

The survey on Roberts Mt.-Myrtle Creek Section of the Pacific Highway in Douglas County has been completed. The opportunity for a public hearing on this section was offered but none was requested. This survey is to bring this section of the highway up to four-lane interstate standard.

This section is 9.18 miles in length, will cost an estimated $5,500,000, and I am attaching a map for your information.

I recommend your approval of this survey and request your authority to purchase the necessary rights of way.

This matter will be on the agenda of the July 18 meeting.

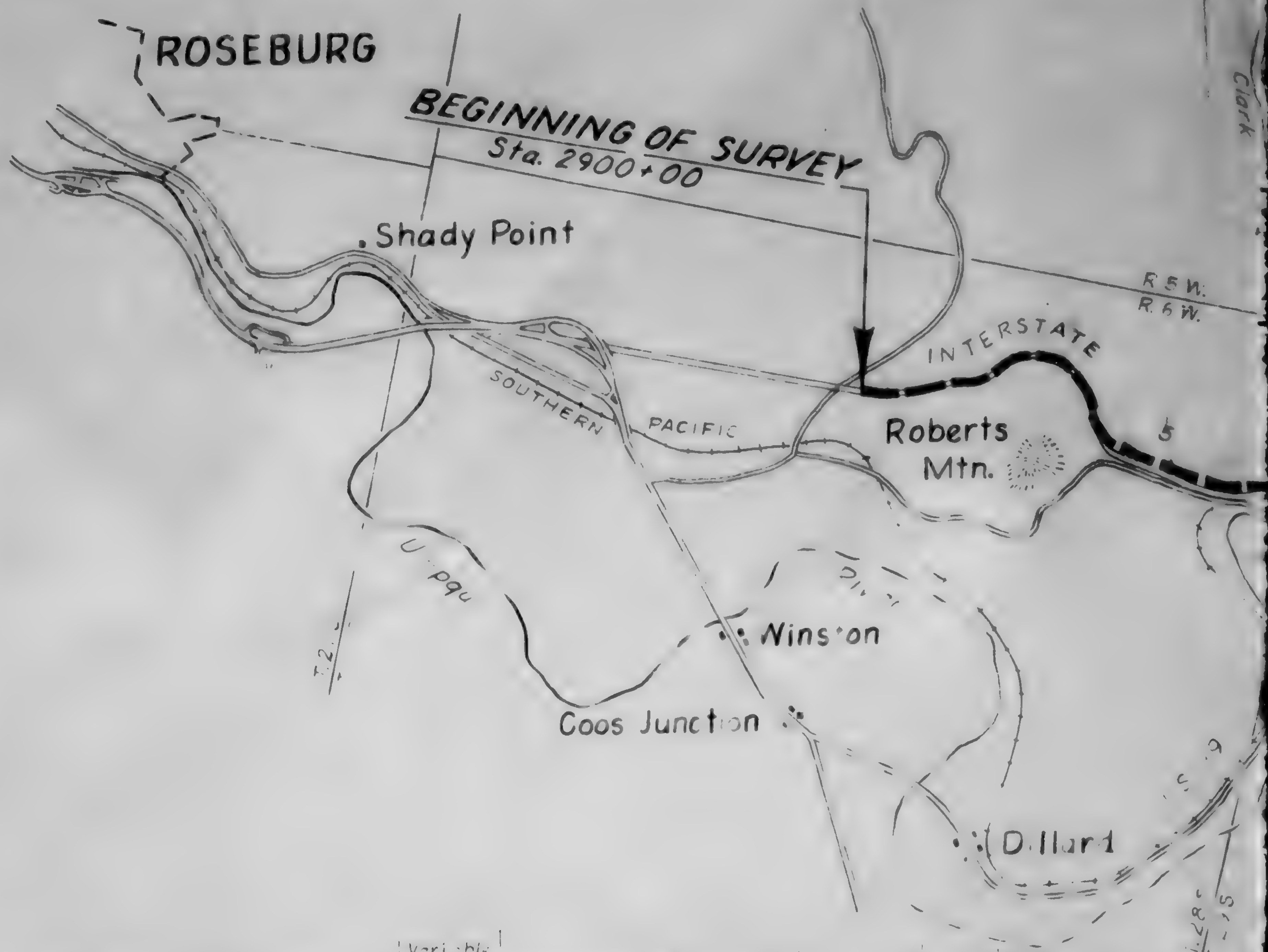
Very truly yours,

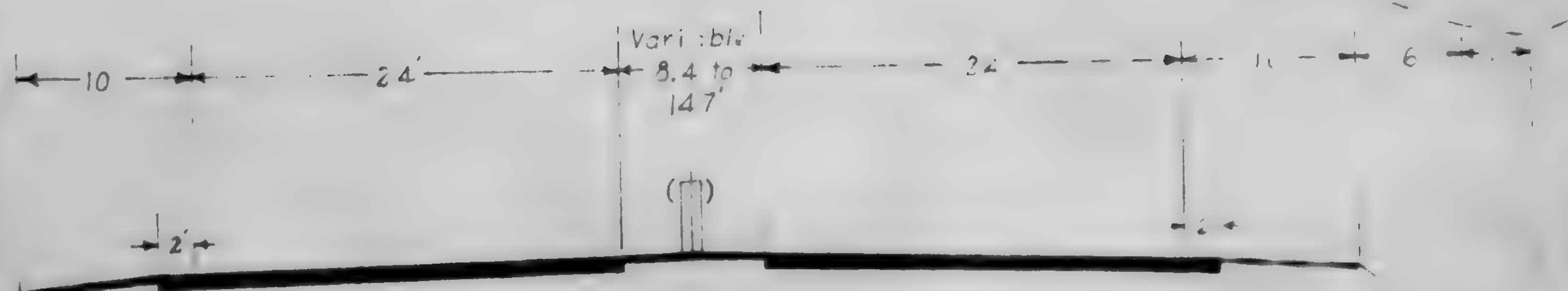
Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

DJB:wb bbc


ROSEBURG
BEGINNING OF SURVEY
Sta. 2900+00
Shady Point
R 5 W.
R 6 W.
INTERSTATE
5
SOUTHERN PACIFIC
Roberts Mtn.
Umpqua River
Winston
Coos Junction
Dillard
Clark


10
24'
Variable 8.4 to 14.7'
24'
10
6
2'
2'

TYPICAL SECTION

STATE HIGH

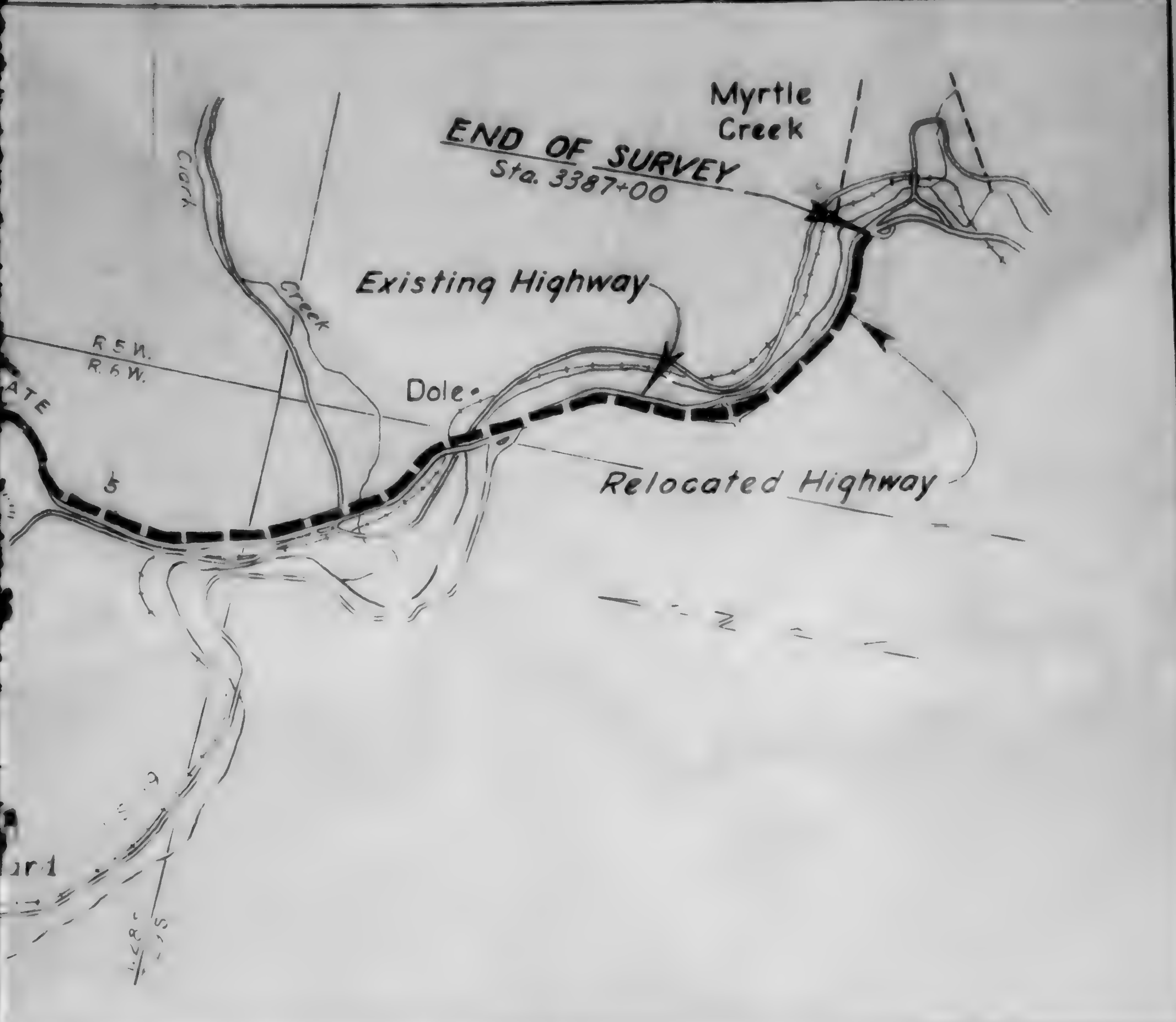
BUREAU OF

THE HIGHWAY RESO

ACCESS CONTROL

APPROVED:

DRG. NO. 1R-5-1690


Myrtle Creek
END OF SURVEY
Sta. 3387+00
Clark Creek
Existing Highway
R.5W.
R.6W.
Dole
5
Relocated Highway
ATE

[illegible]	Waived
[illegible]	
COUNTY	Not Required
STATE HIGHWAY COMMISSION	Not Required
BUREAU OF PUBLIC ROADS	Not Required
THRU HIGHWAY RESOLUTION ADOPTED	Not Required
ACCESS CONTROL	Complete

APPROVED: JUL 16 , 19 63

DEPUTY STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

SURVEY APPROVAL MAP

ROBERTS MT.-MYRTLE CR. SECTION

PACIFIC HIGHWAY

DOUGLAS COUNTY

SCALE 1" = 1 Mile
DATE July, 1963
FOR DETAILS SEE DRG. NO.

RECEIVED
FORM [illegible] 3-62
JUN 17 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 11, 1963

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Re: Second Booth Ranch Bridge (Dole Station)
I-5
Roberts Mountain-Myrtle Creek Section
Pacific Highway
Bridge No. 7841A

In the near future the Pacific Highway I-5 south of Roseburg will be reconstructed to a four-lane freeway. This will necessitate a separate and parallel structure to the existing Booth Ranch Bridge over the South Umpqua River and your tracks.

I am enclosing two prints of the vicinity map, Drawing No. 18901, covering the proposed construction. It is our intention to clear the existing railroad facilities with at least the same clearance as presently constructed and with the same type of construction.

Your Agreement No. 147, dated May 9, 1955, covers the construction of the existing bridge and overcrossing. This Agreement provides sufficient right of way for the proposed new construction so that no additional right of way will be required.

A plan and elevation drawing will be prepared in the very near future for the PUC hearing, and as soon as it has been prepared, prints will be sent you for your approval.

Please advise if there are any revisions necessary from the Railroad's standpoint as to clearances over that existing under the present structure.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. H. M. Williamson-w/ 2
encs. Drawing No. 18901
Mr. P. M. Stephenson
Mr. F. D. Morgan-w/ 1 encl.
Drawing No. 18901

NOTED
P. M. STEPHENSON

RECEIVED
MAY 4 1955
FOR FILING

Salem, Oregon
May 3, 1955

Dole Overcrossing
in Douglas County

Mr. P. M. Stephenson

The estimates of railroad costs on the Dole project are as follows:

(a)	Install and remove telltales	$ 540
(b)	Flagmen and watchmen	3,080
(c)	Inspection	4,480
(d)	Relocate signal pole line	1,010
(e)	Freight	40
(f)	Vacation allowance	250
(g)	Workmen's Compensation, Public Liability and Property Damage Ins.	340
(h)	Unemployment and Railroad Retirement	520
(i)	Material handling	40
(j)	Accounting (Billing)	515
	Total Estimated Cost	$ 10,815
(k)	Less Estimated Salvage Item No. (a)	100
	Net Estimated Cost	$ 10,715

In the easement it is provided that the easement shall lapse unless work is started on this project within one year from the date of the easement. This date will probably be the next Commission meeting - May 25-26. I think we will have no trouble in meeting this date, but it should be kept in mind.

G. S. Paxson

NOTED
G. S. PAXSON

Order #33662

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2449

RECEIVED
[illegible]
LEGAL DEPT.

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the DOLE OVERCROSSING in the Southeast quarter of the Northeast quarter (SE¼ NE¼) of Section 12, Township 29 South, Range 6 West, W.M., in Douglas County, Oregon.

ORDER

The above entitled matter was duly heard on Tuesday, February 15, 1955, at 2:30 P.M., in the Douglas County Courthouse, Roseburg, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

Jim Daniels, Attorney, Salem, Oregon
G. E. Rohde, Attorney, Salem, Oregon
In behalf of Oregon State Highway Commission

Edwin L. Graham, Attorney, Portland, Oregon
In behalf of Southern Pacific Company

On November 24, 1954, the State of Oregon, by and through its State Highway Commission, (hereinafter referred to as Applicant) filed application requesting authority to cross over the tracks and right of way of Southern Pacific Company by means of an overcrossing structure as part of a bridge spanning the South Umpqua River on the revised location of the Pacific Highway between Roseburg and Canyonville, in Douglas County, Oregon.

Southern Pacific Company offered no objections to the construction of the overcrossing which will be in the interests of safety of both railway and highway travel.

Evidence was adduced on behalf of parties as set forth above, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The bridge will be of concrete and steel construction and will cross the railroad track at an angle of approximately 68 degrees 13 minutes.

Clearances in excess of those required by P.S.C. Oregon Order No. 99 will be provided during and after construction.

The estimated average annual daily traffic will be 3200 vehicles per day immediately after construction and will increase thereafter.

The traffic on the railroad averages ten train movements per day.

Applicant will finance construction of the project from state and federal highway funds and will reimburse Southern Pacific Company for any necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration, and Amendments thereof and Supplements thereto.

Applicant will maintain said overcrossing structure upon completion, together with its appurtenances and approaches.

From the foregoing it is concluded that the construction of an overcrossing at this point will provide a safe means of crossing of railroad and highway, is in the public interest, is a necessary part of the relocated Pacific Highway, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the Dole Overcrossing, in the Southeast Quarter of the Northeast Quarter (SE$\frac{1}{4}$NE$\frac{1}{4}$) of Section 12, Township 29 South, Range 6 West, Willamette Meridian, in Douglas County, Oregon, is granted; and it is further

ORDERED that the structure shall be constructed in a good and workmanlike manner, in accordance with current engineering practices, and in conformity as to location, grade and alignment with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that all costs of construction shall be borne by Oregon State Highway Commission and that Southern Pacific Company be reimbursed for anyexpense made necessary by the construction, including such items as revising and relocating existing communication and signal lines, removing and reinstalling right of way fences, and furnishing such watchman and flagman services as may be necessary to safeguard railroad operations during the construction period, and all other expenses which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration and Amendments thereof and Supplements thereto; and it is further

ORDERED that Oregon State Highway Commission shall maintain the structure, together with its approaches and appurtenances, and Southern Pacific Company shall maintain its railroad track and other rail facilities and appurtenances beneath the structure; and it is further

ORDERED that as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon the designation C-580.3-A be assigned to the overcrossing and maintained thereon in a legible manner.

Made and entered this 16th day of March, 1955.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

I-5-3(61) Elkhead Rd.-Rice Hill Sec., 1964
148 Pacific Hwy. (Roadside Improve.)
#6452

STATE COPY

Monthly transaction number 12-10	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 12	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
Modification number 1	(PPM 21-7) 11-28-66	Project number I-5-3(61)148

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 21, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 50,344	$ 50,344
Federal funds	$ 45,952.70	$ 46,437.00
Other revisions		

This modification is made for the following reasons:

Post Final Voucher No. 17 submitted increasing Total Participating Cost.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 28th day of November, 1966.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. PARSONS, Division Engineer

By L R Backlund
L. R. Backlund, Administrative Mgr.
(Division Engineer)

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 17247	PR-2 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	TATE Oregon
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Douglas PROJECT NO. I-5-3(61)148

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 4.5 Mi. N. to 3 Mi. S. Yoncalla Jc.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	5.710
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 50,375.00	$ 46,300.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer July 21, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid
Project No. I-5-3(61)146

[illegible] - RICE HILL SECTION OF THE
PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1964

Type Code X005
Roadside Improvement (Sta. 693+00 to Sta. 1075+00) (Contract 4452)

Blade Grader	8 hours	$ 15.00	$ 120.00
Furnishing and Placing Topsoil	600 cu. yds.	4.00	2,400.00
Furnishing and Planting Trees	460 only	8.00	3,680.00
Furnishing and Planting Japanese Rose Shrubs	6,700 only	0.60	4,020.00
Furnishing and Planting other Shrubs	9,430 only	2.20	20,746.00
Furnishing and Planting Ground Cover	14,700 only	0.28	4,116.00
Inorganic Fertilizer, 10-16-8	85 CWT	5.50	467.50
Organic Fertilizer, 5-3-2	37 CWT	6.50	240.50
Manure Fertilizer	315 cu. yds	6.00	1,890.00
Mulch Material	364 Units	19.00	6,916.00
Jute Netting	2,200 sq. yds.	0.50	1,100.00
			$ 45,696.00
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$ 45,796.00
	10% Engr. & Cont.		4,579.00
	Total		$ 50,375.00

Length of Project . . . . 5.710 miles

Federal Funds	$ 46,300.00
State Funds.	4,075.00
	$ 50,375.00

State Funds For Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds For Maint: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-3(61)148

ELKHEAD ROAD-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 25, 1964

Type Code Y005
Roadside Improvement (Sta. 693+00 to Sta. 1075+00)

Blade Grader	8	hours	$ 18.00	$ 144.00
Furnishing and Placing Topsoil	600	cu.yds.	3.00	1,800.00
Furnishing and Planting Trees	460	only	9.00	4,140.00
Furnishing and Planting Japanese Rose Shrubs	6,700	only	0.80	5,360.00
Furnishing and Planting other Shrubs	9,430	only	3.50	33,005.00
Furnishing and Planting Ground Cover	14,700	only	0.30	4,410.00
Inorganic Fertilizer, 10-16-8	85	cwt.	6.00	510.00
Organic Fertilizer, 5-3-2	37	cwt.	6.00	222.00
Manure Fertilizer	315	cu.yds.	6.00	1,890.00
Mulch Material	364	units	13.00	4,732.00
Jute Netting	2,200	sq.yds.	0.42	924.00
				$ 57,137.00
Flagging (57½% of Contractor's Cost)	All Required			$ 100.00
	Subtotal			$ 57,237.00
	10% Engr. & Cont.			5,723.00
	Total			$ 62,960.00

Length of Project . . . . 5.710 miles

Federal Funds	$ 57,000.00
State Funds	5,960.00
	$ 62,960.00

RECEIVED
NOV 17 1966

I-5-3(61)148

6452

November 15, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending, under separate cover, three copies of post final voucher for the Elkhead Road-Rice Hill Section, Federal-Aid Project No. I-5-3(61)148 in the amount of $484.30.

At the time the final voucher was submitted, July 28, 1966, your office had not approved the extension of time on this contract. Since then, we have received a memorandum dated October 14, 1966, approving this time extension.

This project shows the final cost and federal funds requested exceeding the setup of funds in the project agreement, and accordingly, it is requested that the project agreement be modified to conform with the revised amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

IRR:ak

RECEIVED
OCT [illegible] 1966

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 14, 1966

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-3(61)148
Elkhead Road - Rice Hill Section
Request for time extension

Your letter of January 12, 1966, again requesting our concurrence is the extension of time on this contract, was inadvertently filed without action.

We hereby concur in your extension of the contract to January 23, 1965, without assessment of liquidated damages, and apologize for the delay in our reply.

10-19-66
REFERRED TO
Mason - Young - Morgan
BY ASST. STATE HWY. ENGR.

Comm. already approved. Should now be coded participating.

[illegible] 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 6 - 1966

April 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-3(61)148

Dear Sir:

Your February 16, 1966 endorsement noted that contract work on Contract No. 6452, Elkhead Road-Rice Hill Section in Douglas County, Federal-Aid Project No. I-5-3(61)148, was satisfactory. The State Highway Commission authorized acceptance of the contract as of March 21, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order
by State Forces, or others, completed None issued
Establishment period completed 2/4/66
Contractor's wage certification is dated 2/21/66

Attachments are as follows:

Materials Report PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,
Forrest Cooper
State Highway Engineer
By
L. H. Young
Office Engineer

HER:ls
cc: C. H. Maison
F. D. Morgan
R. N. Chase

RECEIVED
MAR 28 1966
FOR FILING

[illegible] 14

6452

March 25, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $32.10 will be made to Knight Pearcy on Contract No. 6452 for roadside improvement on the Elkhead Road-Rice Hill Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $45,767.93 including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc Knight Pearcy
P. O. Box 12
Salem, Oregon

C. H. Maison
Attn: John Herr

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MAR 22 1966

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March 21, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed January 22, 1965, on Contract No. 6452. The contract was with Knight Pearcy and was for roadside improvement on the Elkhead Road-Rice Hill Section of the Pacific Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 21, 1966, and that you concur in this procedure at the Commission meeting on April 21.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

RECEIVED
MAR 1 - 1966

COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(61)148

6452

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February16, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Feb. 4, 1966, on Contract No. 6452, Elkhead Road-Rice Hill Section, in Douglas County, in connection with Federal-Aid Project No. I-5-3(61)148. This completion includes the establishment period and replacement planting.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 2-25-66

Conditions noted on above date:

Project satisfactorily completed.

A. W. Parsons
Division Engineer

By: MEMartin
M. E. Martin
District Engineer

PVR:

Ref'd to
Young
3-4-66

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION Elkhead Rd.-Rice Hill	WEEK ENDING February 4, 1966	SECTION PREFIX 610-1096
HIGHWAY Pacific	COUNTY Douglas	
NAME OF JOB Elkhead Rd. - Rice Hill	KIND OF WORK Roadside Improvement	
CONTRACTOR Knight Pearcy Nurseries	CONTRACT NUMBER 6452	FEDERAL AID PROJECT NUMBER I-5-3(61)148
DATE OF CONTRACT June 26, 1964	DATE WORK STARTED Sept. 1, 1964	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN 2 SUPERVISION 1	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS	WORK DAYS USED CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 100%
PROJECT AUTHORIZATION: $ 51,520.50		
EXCLUSIVE OF ENGINEERING: $ 47,856.82	ENGINEERING AUTHORIZATION $ 3,663.68	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100% *
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 45,274.51	ENGINEERING COST TO DATE $ 3,663.68	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 95%
ESTIMATED PERCENT XXXXX UNDERRUN 5 %	PERCENT OF AUTHORIZATION 100 %	DATE PROJECT WAS COMPLETED Jan. 22, 1965

* Replanting remains to be done on project. *

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE TOPSOIL XXXX	OIL AND/OR PAVE SHRUBS XXXXX	MAT'L PROD PLANTS XXXXXX	TREES XXXXXXXXX	PAVING
MILES IN PROJECT							
MILES PARTIALLY COMPLETED							
MILES COMPLETED							
TOTAL ESTIMATED QUANTITIES (CONTRACT)			600	16,130	14,700	460	
TOTAL QUANTITIES CORRECTED TO DATE			843	14,972	12,060	448	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			843	14,972	12,060	448	
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY					
MONDAY	31	Ptly Cldy			
TUESDAY	1	Ptly Cldy			RECEIVED
WEDNESDAY	2	Foggy			
THURSDAY	3	Cloudy			
FRIDAY	4	Showers			BEN GIFFORD
SATURDAY					

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
31 MONDAY	No work today.
1 TUESDAY	Began replanting again on project.
2 WEDNESDAY	Replanting throughout project
3 THURSDAY	Replanting throughout project
4 FRIDAY	Replanting throughout project.
SATURDAY	

REMARKS

SIGNED LOCATION Roseburg

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JAN 13 1966

FOR FILING
I-5-3(61) 148
[illegible]

January 12, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Elkhead Road-Rice Hill Section
Pacific Highway
Project I-5-3(61)148

Dear Sir:

On June 4, 1965, we requested your concurrence in an extension of time on the subject project. Reasons for the request were additional work added to the contract after award and a shut-down order. Your reply of June 10, 1965, denied the request but did recognize our right to issue a stop work order and not assess liquidated damages during the time the stop work order was in effect.

We now ask you to reconsider an extension for the reasons cited in our June 4 letter and request your concurrence in a new completion date of January 23, 1965. The circumstances pertaining to this matter are similar to those on other projects in which you have recently concurred in a time extension.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh srb

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SEP 20 1965

FOR FILING

I-5-3(61)148

6452

August 23, 1965

Mr. Knight Pearcy
P.O. Box 12
Salem, Oregon

Dear Mr. Pearcy:

The State Highway Commission at its meeting on August 23, 1965, considered your request for an extension of the specified completion date from December 15, 1964, to January 23, 1965, to complete Contract No. 6452 for roadside improvement on the Elkhead Road-Rice Hill Section of the Pacific Highway in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension of five days, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc
L. R. Chandler
John Hagedorn
Frank Morgan
L. H. Young
C. H. Maison
Bureau of Public Roads

A "stop work" order was issued
On 12-17-64 to 1-20-65

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JUL 28 1965
FOR FILING

I-5 3(61)148

6452

July 27, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 3
August 24, 1965 Meeting

Gentlemen:

We have received a request for an extension of time from Knight Pearcy, contractor on the Elkhead Road-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6452. The request is for an extension of the specified completion date from December 15, 1964 to January 23, 1965, based on additional time required to accomplish work added after the contract award date. The contractor was requested to do additional work involving screen planting at sewage lagoons by Price Agreement. The extra work involved in additional soils preparation, planting, fertilizing and mulching justifies an extension of five calendar days. A "stop work" order was issued December 17, 1964 and was in effect until January 20, 1965. The contract was completed January 23, 1965.

This matter will be presented at the Commission meeting on August 24.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:fp bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6452 Contractor Knight Pearcy

Highway Pacific

Section Elkhead Road-Rice Hill

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 6452

Project designation Federal I-5-3(61)148 (State-Federal)

Date awarded June 26, 1964

Work started September 1, 1964

Per cent completed 100% - Project in plant est. period as of Jan. 23, 1965 (Date)

No. of Workdays Allowed Completion date of Dec. 15, 1964

~~No. of Workdays Used~~

Req. Ext. of Spec. Compl. date to January 23, 1965

~~No. of Added Workdays Requested~~

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Jan. 22, 1965

Gentlemen:

We, the undersigned, respectfully request an increase of 5 days in the number of workdays from .... days to .... days, within which to complete our Contract No. 6452, without the assessment of liquidated damages. The said contract is described as follows:
Douglas Co.-Pacific Highway-Elkhead Rd.-Rice Hill - Roadside Improvement

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: The addition of work after awarding of contract required an additional 5 days for preparation of areas-planting and mulching. The repair of storm damage also delayed the progress of the work.

Respectfully submitted,

Contractor

By

CONSENT OF SURETY

Date 2-2, 1965

We, United Pacific Insurance Company ...., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

United Pacific Insurance Company
Marilyn J. Scott
Attorney-in-fact

Scellars, Etzel & Rising, Inc. (SEAL)
Marilyn J. Scott
Resident Ag
by Secy-Treasure

FORM E-30 80M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1965

SUBJECT: Extension of Time
Elkhead Road-Rice Hill Section
Pacific Highway
Contract No. 6452

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a request from Knight Pearcy, contractor on the subject contract, for an extension of the specified completion date from December 15, 1964 to January 23, 1965 without the assessment of liquidated damages.

The contractor cites the addition of work after award which caused additional work in preparation, planting and mulching. He also lists repair of storm damage as a reason for his requested extension.

The contractor was issued a stop-work order effective December 17, 1964 which was in effect to January 20, 1965. This was issued because planting conditions were not in accordance with good horticultural practices. The contract was completed on January 23, 1965 which represents five penalty days amounting to $525.00.

After the contract was awarded, the contractor was requested to perform screen planting at sewage lagoons north of the Rice Hill Interchange. The additional work required by this Price Agreement justifies an extension of five calendar days beyond the original completion date plus the period the shut-down order was in effect.

We recommend that the specified completion date be extended to January 23, 1965. This will eliminate all penalty days.

This has been discussed with the Bureau of Public Roads Area Engineer who indicated their concurrence or denial would be delayed until the West Unit, Coast Range Summit contract request for a time extension has been resolved.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc L. H. Young
L. R. Chandler

RECEIVED
APR 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 29 1965

FOR FILING

I-5-3(61)148

6452

July 28, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

This is in reference to your letter of June 10 concerning Project I-5-3(61)148, Elkhead Road-Rice Hill Section, Pacific Highway, and which has to do with our request for a five-day time extension.

You stated it was your opinion that even though extra work above and beyond that called for in the contract was involved, you could not concur in any extension of time.

Because of the relatively nominal amount of money involved, we are recommending to the Highway Commission that a five-day extension of time be granted. This is to notify the Bureau of Public Roads that because of this action we are not prejudicing our claim for full Federal participation on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe

RLP:ms bg

RECEIVED
JUN 29 1965
FOR FILING

I-5-3(61)148

6452

June 28, 1965

Mr. Knight Pearcy
Knight Pearcy Nursery
Post Office Box 12
Salem, Oregon

Re: Request for Extension of
Time, Elkhead Road-Rice
Hill Section, Pacific
Highway, Contract No. 6452

Dear Mr. Pearcy:

In response to your June 22 letter inquiring about the status of your request for a five-day time extension on the subject project, I must advise that this request has not yet been approved by the Bureau of Public Roads and, therefore, has not been presented to the Highway Commission.

A procedure whereby this can be re-submitted to the Bureau of Public Roads for their reconsideration is now being studied. We will advise you when a decision is reached. We note that the plant establishment period for this project will terminate June 30 and will try to resolve this matter at the earliest possible time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. R. Chandler
Mr. Mark Astrup

Phone 364-4157

Salesyard and Nursery
on 99E (Portland Hiway)
1 Mile South of Brooks

REFERRED TO
Constr Div
BY SECRETARY

KNIGHT PEARCY NURSERY
MAIL ADDRESS: P.O. BOX 12
SALEM, OREGON

6/22/65

State hiway dept
Salem Ore

Gentlemen:-

I am,writing regarding contract 6452-Elkhe d-Rice hill roadside improvment. Many months ago I made a request for a 5 day extension of time to compensate for time taken completing a work order that came in after signing of contract. I would like to kno what decision was made regarding this request.

Normally the time for a small work order can be absorped but on this jo we ran up against natural conditions beyond our control that used up all our time. This job contained an abnormally large percentage of deciduous materials-and these cannot be dug until mature-until the leaves drop. Last fall was a very mild , late fall and this type of material did not begin to become available until the last 2o workdays of the job.To worsen matters we had to bring in substantial shipments from Tennaseea and Georgia, where maturity comes even later than here. In spite of splendid cooperation from o ur suppliers there these shipments did not arrive until within 4 days of completion date at which time the country waw wsoupy from the heavy rains that very shortly terminated in the big December floods.

Perhaps we should have refused toa ccept a work order that did not have writtej into it an extension of time enough to compensate for time needed to p rform the work order but in the past the depart ent has been reasonable in granting reasonable extensions .

Yours truly

CONSTRUCTION DIVISION
JUN 2[illegible] 1965

C

A

RECEIVED
JUN 23 1965
FOR FILING
I-5-3(61) 148
1 2

Form CD-121 (11-60) (Presc. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE.
Salem, Oregon 97301

DATE: June 10, 1965

In reply refer to: 08-35.4-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. F. Klaboe

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: MEMartin
M. E. Martin
District Engineer

Chris
Young

SUBJECT: Oregon Project I-5-3(61)148
Elkhead Road-Rice Hill Section, Pacific Highway
Contract Time Extension

Mr. Klaboe's letter, dated June 4, 1965, requests our concurrence in an extension of the specified completion date on the subject project by reason of additional work added to the project subsequent to award of the contract.

In reviewing the Special Provisions of the contract documents we find there is a conflict between the "Completion Time Limit" provision on page 2, which stipulates that the contract work shall be completed in its entirety not later than December 15, 1964 and limits extensions of the specified completion date to only those periods during which the contract work is delayed by a strike or strikes, and the Special Provision relative to "Planting Seasons and Conditions" on page 11 which stipulates that planting shall be completed not later than December 15, 1964, unless otherwise authorized in writing by the engineer. (Underlining provided for emphasis).

Thus one Special Provision precludes an extension of the completion date of December 15, 1964, except for strikes, and the other provides for an extension of the planting season beyond December 15, if authorized by the engineer.

It is our opinion that under these terms of the contract an extension of the planting period may be authorized by the engineer. This was effected by the suspension of work order issued December 17, 1964. However, we don't believe the contract documents permit an extension of the specified completion date because of the extra work involved and, therefor, do not concur in your proposal to extend the specified completion date by five calendar days.

We would like to suggest that, inasmuch as the Oregon Highway Department apparently prefers to delete, by Special Provision, substantially all authority to legally extend a specified completion date contract, consideration be given to time extensions in price agreements and extra work orders, which are in fact legal modifications of the contract. If equitable time adjustments were included as a part of these documents, our approval of them would in effect be approval of the work as well as the contract time extension provided by the order which would be reflected in a lower cost for the work involved.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

orig to Recker
copy to Young 6-15-65

RECEIVED
JUN 4 - 1965
FOR FILING

June 4, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
Elkhead Road-Rice Hill Section
Pacific Highway
Oregon Project I-5-3(61)148

Dear Sir:

We have received from Knight Pearcy, contractor on the subject project, a request for an extension of the specified completion date from December 15, 1964 to January 23, 1965.

The contractor cites additional work added to the contract after award as the reason for his request.

The contractor was issued a shut-down order which was in effect from December 17, 1964 to January 20, 1965. The contract work was completed on January 22, 1965. This amounts to five penalty days.

The contract was awarded June 26, 1964 and on October 28, 1964, Price Agreement No. 2 was issued which provided that he perform screen planting at sewage lagoons north of the Rice Hill Interchange. Due to the extra tilling, planting hole excavation, planting, fertilizing and mulching required in this extra work (which constitutes a plan change) five additional calendar days are justified.

It is our recommendation that the completion date for this project be extended from December 15, 1964 to January 23, 1965. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. E. Chandler
C. M. Maison

DES:fp srb

RECEIVED
[illegible] 12 [illegible]

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. F. D. Morgan, Construction Engr.

64-5

October 15, 1964

08-35.4-DB

By:

A. W. Parsons, Division Engineer
Salem, Oregon

M. E. Martin
District Engineer

Original signed by
M. E. Martin
Dist. Engineer

Elkhead Road-Rice Hill
Roadside Improvement

In view of the close proximity of the sewage lagoon to the Interstate right of way we concur in your recommendation for incorporating screen plantings on the subject project.

A price agreement covering the cost of these plantings should be prepared and submitted.

RECEIVED
OCT 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Orig to Morgan
10-16-64
Copies to [illegible]
[illegible]

RECEIVED
OCT 5 - 1964
FOR FILING

October 2, 1964

Mrs. J. W. MacDonald
Post Office Box 308
Yoncalla, Oregon

Dear Mrs. MacDonald:

Reference is made to your September 28 letter addressed to Mr. Forrest Cooper, State Highway Engineer, relative to the sewage lagoon that is being constructed near Sutherlin.

While your Highway Department can control the right-of-way and can, to some extent, control signboards adjacent to such right-of-way, it does not have authority to zone adjacent property. I am not sure just what can be done in this specific case but since you have called it to our attention, we will look into the matter and take whatever action is indicated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:me

cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw - Ask Astrup to look at this situation to
Mr. Victor D. Wolfe see if any screening could be planted.

Sept 28-1964

Mr Forrest Cooper.
Salem Oregon

Dear Mr Cooper

again I find my self appealing to you for Help.

reading in the Paper our Governor s appeal to beautify our sourrounding s around our Place of business s + our free ways

am wondering if a sewage lagoon is Considered beauty. we have one at Sutherlin which is an eye sore enough. to People who travel that gaze upon it and wonder what it is and are surprised when told that it is a sewage disposal Plant.

Now our health dept has seen fit to issue a Permit for a sewage lagoon in open field right 71 7 free way line at

cdy to FC

Rice hill. where people wd. travel can see it they could have gone a few ft North & been in some trees where it wouldent be an eye sore to the Community & the free way but no its right out in plain sight am wondering if you knew about this plan. and if you are interested in beautifying the scenery along our free way. I hope there is some thing you can do or help before this Job goes much further

Sincerely
Mrs J W MacDonald
Box 308
Yoncalla Oregon

RECEIVED
SEP 2[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 30 1964

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 29, 1964

Mr. Knight Pearcy
P. O. Box 12
Salem
Oregon

Dear Sir:

The State Highway Commission on June 24, 1964, awarded to you State Highway Contract No. [illegible] for the following project:

Roadside improvement on the Elkhead Road-Rice Hill Section of Pacific Highway in Douglas County.

This award was based on your low bid of $48,696.00 which was submitted to the Commission on June 24, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

da

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Mark Astrup

477 Cottage Street, N.E.
Salem, Oregon - 97301

June 26, 1964

08-35.EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(61)148
Elkhead Road-Rice Hill Section
Roadside Improvement

As requested in Mr. Young's letter of today advising that all rights of way and access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6452 to Knight Pearcy Co. of Salem, Oregon, low bidder in the amount of $45,696.00 at the June 24, 1964 bid opening.

Mr. Litchfield's June 25, 1964 certification of utility access rights lists 10 exceptions contrary to the advice contained in Mr. Young's letter. Permits should be issued for these exceptions as soon as possible. The projects will not be accepted as complete until such time when full control of access is obtained. In the future, we would appreciate having your Department cover all control-of-access rights or exceptions thereto in a single certification for improved coordination.

NOTED
LLOYD P. SHAW

original to Young
7-3-64

RECEIVED
JUL 1 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 25, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Certification of Utility Access Rights
Elkhead Road-Rice Hill Section
Pacific Highway - Douglas County
Project No. I-5-3(61)148

Dear Sir:

This is in reply to your letter dated June 2, 1964, concerning access rights on this section.

We have had subject section field checked for utility easements and will issue, in the near future, the following permits containing appropriate wording to control access:

STATION	COMPANY	TYPE OF PERMIT
694+45	Yoncalla Telephone Co.	X-Permit
700+90	Douglas Electric Coop.	X-Permit
708+10	Douglas Electric Coop.	Regular Permit
814+15	Yoncalla Telephone Co.	X-Permit
851+15	Douglas Electric Coop.	X-Permit
853+90	Yoncalla Telephone Co.	Regular Permit
865+50	Douglas Electric Coop.	Regular Permit
925+50	Douglas Electric Coop.	Regular Permit
986+75	Douglas Electric Coop.	Regular Permit
1025+30	Douglas Electric Coop.	X-Permit

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
1964
OFFICE OF
STATE HIGHWAY ENGINEER

PGP:bjm

cc: L. P. Shaw
W. T. Wright
J. W. Nash
J. F. Hagemann

RECEIVED
JUN 4 - 1964

FOR FILING

I-5-3(61)14[illegible]

644[illegible]

477 Cottage Street N.E.
Salem, Oregon 97301

June 2, 1964

[illegible] by
Dist. Engineer

08-35.2-08

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-3(61)148
Elkhead Road-Rice Hill Section
Roadside Improvement

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired for occupancy and contractor's use, with relocation advisory assistance provided, and further that control of access rights, with the possible exception of those involved with utilities, have been acquired, as indicated in Mr. Moehring's May 22, 1964 letter. Mr. Decker's May 27, 1964 letter indicates that you are taking immediate steps to ascertain if any utility access rights, except as provided in approved plans, have not been extinguished. Certification covering such access rights should be furnished prior to our concurrence in award in accordance with subparagraph 9d of PPM 21-6.3.

Mr. Young's May 28, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Attach.

original to Young
with attach.
6-4-64

NOTED
LLOYD P. SHAW

312-1710 Long Cr. (3rd St.) Sec. of 1964
City St. (Grad. & Oiling)
#6453

Sp. State Tax Street Fund #91

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6453 Prefix 312-1710 Survey Prefix 312-1482

Street 3rd Street

City Long Creek

Payments to Contractor	$ 10,676.98
Engineering and Contingencies	3,071.84
Survey	1,114.67
TOTAL	$ 14,863.49
Agreed State Share	14,863.49
Agreed City Share	$ --
City Advance Deposit	$ --

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY Grant

HIGHWAY City Street

SECTION Long Creek(3rd. St.)

CONTRACT NO. 6453

ESTIMATE NO 2 Fin

FEDERAL AID PROJECT NO. State

NO.	ITEMS		UNITS	UNIT PRICE	QUANTITY TO DA
001	CLEARING AND GRUBBING		LUMP SUM	500.0000	1
002	DRAINAGE EXCAVATION	UNCLASSIFIED	CU YDS	10.0000	3
003	GENERAL EXCAVATION	UNCLASSIFIED	CU YDS	2.0000	49
004	FINISHING ROADBED AND	SLOPES	MILE	2,000.0000	
005	12-INCH CULVERT PIPE		LIN FT	6.0000	132
006	SELECTED ROADBED	TOPPING	CU YDS	3.6000	1,02
007	HAUL & PLACE 3/4 IN-0 MAT	IN LEVELNG CRSE	CU YDS	5.0000	337
008	SPRINKLING		M GALS	5.0000	21
009	PREPARATION OF BASE		MILE	1,000.0000	
010	HAULING AND PLACING	AGGREGATES	CU YDS	6.0000	171
011	120-150 ASPHALT		TONS	60.0000	14
012	EXTRA FOR OILING	APPROACHES	ONLY	50.0000	12

No Wage Certificate required -
Quantity adjustment and release of
retained % only.

DATE 08/ 24 /64 6453	TOTAL CONTRACT ITE
PREVIOUS VOUCHER NO. 4825	0 % RETAINED ON CONTRACT ITE
CHECKED BY: CP hc	FORCE ACCOU
ENGINEER OR AUDITOR M. M. Stump	TOTAL PAYMEN

CONTRACT NO. 6453	ESTIMATE NO. 2 Final	PREFIX NO'S. 312-1710-201(41) 61.98 Dr. 312-1710-204(41) 635.00 Dr.
FEDERAL AID PROJECT NO. State		

d. St.)

UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
LUMP SUM	500.0000	1.000	500.00	500.00	
CU YDS	10.0000	3.180	31.80	16.20	15.60
CU YDS	2.0000	494.400	988.80	988.80	
MILE	2,000.0000	.130	260.00	260.00	
LIN FT	6.0000	132.000	792.00	792.00	
CU YDS	3.6000	1,020.000	3,672.00	3,672.00	
CU YDS	5.0000	337.000	1,685.00	1,685.00	
M GALS	5.0000	21.000	105.00	105.00	
MILE	1,000.0000	.130	130.00	130.00	
CU YDS	6.0000	171.000	1,026.00	1,026.00	
TONS	60.0000	14.773	886.38	840.00	46.38
ONLY	50.0000	12.000	600.00	600.00	

		AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
	TOTAL CONTRACT ITEMS	10,676.98	10,615.00	61.98
0	% RETAINED ON CONTRACT ITEMS		635.00	635.00
	FORCE ACCOUNT			
	TOTAL PAYMENTS	10,676.98	9,980.00	696.98

RECEIVED
AUG 2 7 1964
FOR FILING

August 26, 1964

Fireman's Fund Insurance Co.
3333 California Street
San Francisco, California

Gentlemen:

Contract No. 6453 awarded to Percy E. Jellum Contractor, Inc., for grading and oiling on Third Street in Long Creek, Grant County, was completed on August 7, 1964, and accepted by the Highway Commission on August 24, 1964.

Final payment in the amount of $696.98 will be released to the contractor after September 2, 1964. The total contract amount is $10,676.98, and no work was performed under force account.

No claims for labor or material have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Percy E. Jellum Contractor, Inc.
P. O. Box 272
Pendleton, Oregon

Akers & Jones, Inc.
618 N. Main
Milton-Freewater, Oregon

NOTED ON CARD

L. H. Young

C. H. Maison
Attn.: John Herr

fp

RECEIVED
AUG 26 1964

FOR FILING

6453

August 24, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 7 on Contract No. 6453. The contract was with Percy E. Jellum Contractor, Inc. and was for grading and oiling on the Long Creek (3rd Street) City Street Section in Grant County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on August 27.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	BRIDGE NUMBER	WEEK ENDING: August 7th, 1964
	SECTION: Long Creek - 3rd Street	SECTION PREFIX: 312-1710
	HIGHWAY: City Street	COUNTY: Grant
NAME OF JOB: LONG CREEK - 3rd Street	KIND OF WORK: Grading & Oiling	
CONTRACTOR: Percy E. Jellum Contractor, Inc.	CONTRACT NUMBER: 6453	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: June 26th, 1964	DATE WORK STARTED: July 20th, 1964	ESTIMATED COMPLETION DATE: August 7th, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:	SPECIFIED WORK DAYS: 30	WORK DAYS USED: 15
PROJECT AUTHORIZATION: $ 15,943.50	ENGINEERING AUTHORIZATION: $ 1,133.76	PERCENT OF TIME ELAPSED: 50%
EXCLUSIVE OF ENGINEERING: $ 14,809.74	ENGINEERING COST TO DATE: $ 1,296.62	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 12,292.43	PERCENT OF AUTHORIZATION: 114.4%	100%
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 10.8 %	DATE PROJECT WAS COMPLETED: August 7th, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100%	100%	100%		100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.13	0.13		0.13	
MILES PARTIALLY COMPLETED	0.13	0.13		0.13	
MILES COMPLETED	0.13	0.13		0.13	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	650	1,800		16	
TOTAL QUANTITIES CORRECTED TO DATE	494.4	1,357		14.773	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	494.4	1,357		14.773	
AVERAGE DAILY QUANTITIES	-	-		-	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	-	-		-	
NUMBER OF SHIFTS PER DAY	1				
HOURS PER SHIFT	8				

EQUIPMENT USED DURING THE WEEK:

Rubber-tired Roller & Broom

	WEATHER	HOURS DELAY	Workdays charged	CAUSE OF DELAY
SUNDAY	Clear			
MONDAY	Clear		yes	
TUESDAY	Clear		"	
WEDNESDAY	Clear		"	
THURSDAY	Clear		"	
FRIDAY	Clear		"	
SATURDAY				

NOTED
JOHN R. OAKES

CB

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	Broomed and rolled finished surface.
TUESDAY	same
WEDNESDAY	same
THURSDAY	same
FRIDAY	same
SATURDAY	

REMARKS

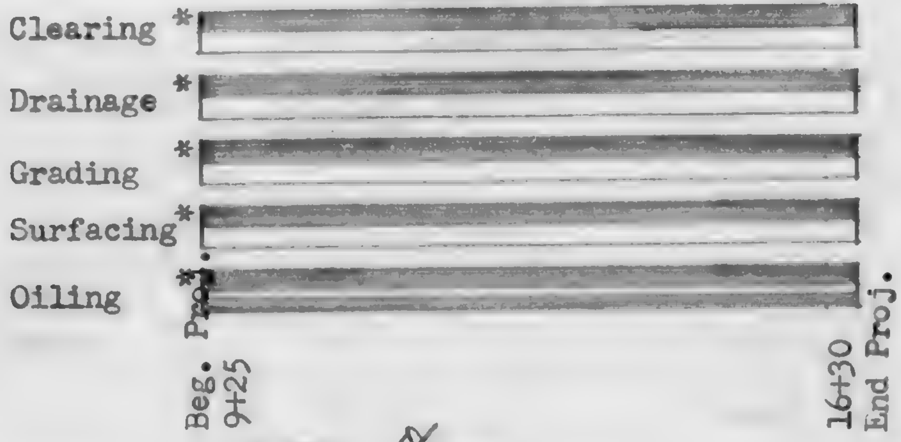
Contractor maintaining O-11 Oil Mat all week. Contract is now complete.

Semi-final completed and being submitted.

FINAL REPORT

A F Parson, Div. Eng. over project on Tuesday of this week.

PROGRESS REPORT



NOTE:
* Work performed to date
Work performed this week

SIGNED M M Stump
M. M. Stump, Res. Eng.
ADDRESS P O Box 228, John Day, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUN 3 0 1964

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Percy E. Jellum Contractor, Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6453 for the following project:

Grading and oiling on Long Creek (3rd St.) Section, city street in Grant County.

This award was based on your low bid of $12,700.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

June 26, 1964

NOTED
R. M. ALLISON

Mr. Theron S. Keeney
City Recorder
City Hall
Long Creek, Oregon

NOT
R. S. C

NOTED
[illegible]WELL

Dear Mr. Keeney:

On June 24, the State Highway Commission opened bids on the Special City Allotment project on Third Street. The low bid was submitted by Percy Jellum of Pendleton and the anticipated cost based on the bid is as follows:

Contractor's Bid	$12,700.00
Flagging	200.00
State-furnished Aggregates	1,272.00
Engineering & Contingencies, 12-1/2%	1,612.00
Survey	1,100.00
Anticipated Total Cost..............	$16,884.00

Very truly yours,

H. S. Cox
County and City Engineer

By

RM Allison
R. M. Allison
Field Engineer

RMA:mm

RECEIVED
MAY 21 1964

FOR FILING

312-1710

6453

May 20, 1964

Mr. Theron S. Keeney
City Recorder
City of Long Creek
Long Creek, Oregon

Dear Mr. Keeney:

We are enclosing for the records and files of the City of Long Creek a fully executed copy of an agreement between the State Highway Commission and the City of Long Creek covering the Special City Allotment project on Third Street in your city.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

Enclosure

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

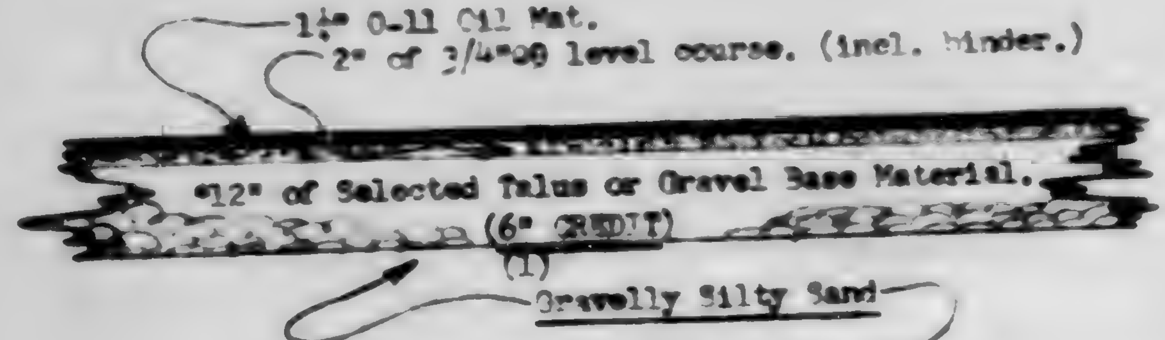
FOR FILING
MAY 11 1964

64 312-17

Section THIRD STREET Highway CITY OF LONG CREEK County GRANT Profile 312-14
Res. Engr. Length of Project Miles. Sta. to Sta. Date 4-22-64

TYPICAL SECTIONS Traffic Classif. - LIGHT

Frost Penetration - 30"±


1½" 0-11 Oil Mat.
2" of 3/4"-0 level course. (incl. binder.)
*12" of Selected Talus or Gravel Base Material.
(6" CREDIT)
(1)
Gravelly Silty Sand

*0-8% maximum P#200 sieve.

(1)
Typical Soil

49	LL
28	PI
49	% P10
38	% P200
51	% Gravel
5	% C Sand
6	% F Sand
21	% Silt
17	% Clay
32	"R" Value (Corrected)

PRB CLASSIF. - A-7-6 (3)

Required Base & Base		Designed Base & Base		
12" Crushed	Not Crushed	Select. Surf. Alloc.	Res. Work	
			1½ 2	0-11 Lev
12" of Select Talus or Gravel		Base ± 6		CREDIT
9½			9½	

4-22-64

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	SE	To be used for.
Suitable material source to be determined by the Engineer.												
Possible source of Selected Base (Talus) Approx. 14 mi. W. of Long Creek	682020	2.96	Talus	4"	90.9	97.6	40.9	- - - -	25	0	43.4	

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by
Foundation Geologist

Recommended by
Asst Construction Engineer

Recommended by
H. W. Hauer
Engineer of Materials

NOTED
LLOYD P. SHAW

Approved by
Lloyd P. Shaw
Deputy State Highway Engineer

PAVEMENT TYPE SELECTION

3rd Street
City of Long Creek
Grant County

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 150 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 30"± Annual Precipitation 13½"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:
Due to items 4, 6, and 12, an O-11 oil mat has been selected.

[illegible] 9

RECEIVED
FEB 24 1964

FOR FILING

312-1710

6-453

Prefix No. 312-1482

LOCATION PROSPECTUS
THIRD STREET SECTION
CITY OF LONG CREEK
GRANT COUNTY

STREET: Third Street, City of Long Creek. Not on State or Federal Highway System.

TERMINI: The westerly terminus is at the intersection of Third Street and Eagle Street. The easterly terminus is at the intersection of Third Street and the Pendleton-John Day Highway.

LENGTH: Approximately 600 feet.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. The project is to be constructed with 1964 Special City Allotment Funds.

TYPICAL SECTION: Two 10-foot travel lanes with 2-foot shoulders.

BASE DESIGN: The approved base design for construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Leveling
Bottom Course Base	12 "	Coarse Base
Total Depth	15-1/4"	

MATERIAL SOURCE: Sources for material will be determined during the survey.

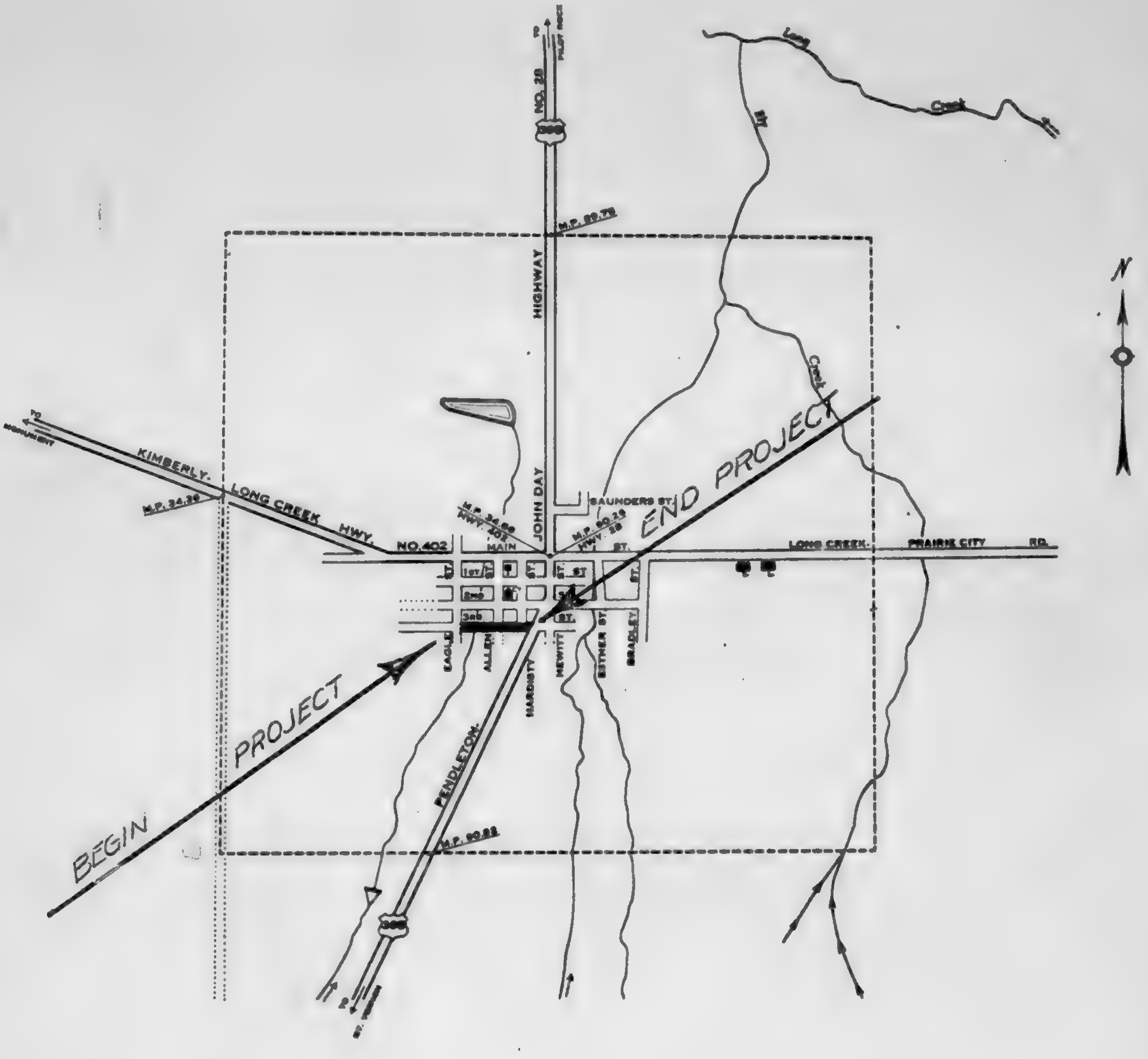
ADDITIONAL FACILITIES: The City of Long Creek will make adjustments for water mains and all arrangements for required utility adjustments. There are no railroad crossings or major stream crossings.

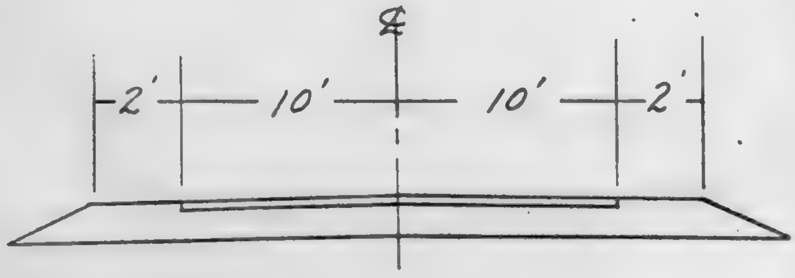
AGREEMENTS: Routine negotiations for Special City Allotment Project.

NOTED
[illegible]

February 20, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Tom Edwards
Victor D. Wolfe
F. D. Morgan
A. F. Parson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
R. L. PORTER


N
NO. 28
JOHN DAY HIGHWAY
KIMBERLY - LONG CREEK HWY. NO.402
MAIN ST.
SAUNDERS ST.
LONG CREEK - PRAIRIE CITY RD.
1ST
2ND
3RD
EAGLE
ALLEN
HARDISTY
HEWITT
ESTHER ST
BRADLEY
PENDLETON
Long Creek
BEGIN PROJECT
END PROJECT
TO MONUMENT



TYPICAL SECTION

PROSPECTUS MAP
THIRD STREET SECTION
CITY OF LONG CREEK
GRANT COUNTY

Scale 1" - 1600' 1964

PROJECT DATA, CITY OF Long Creek Ok Date 2/10-64

To be financed by

Street name Third St
(Locate project on attached map.)

Project length 1234 F

Desired width: 20 feet
(Four lanes, parallel parking both sides = minimum 64'
Four lanes, parallel parking one side = minimum 58'
Two lanes, parallel parking both sides = minimum 42'
Two lanes, parallel parking one side = minimum 36')

Surface now in place: Oil____ Paving____ Gravel X

Present surface width: 22 feet

RIGHT-OF-WAY - - - City - - - - - - - - - - - - - - - - - -

Width of present right-of-way: 60 feet

Additional right-of-way required? Yes____ No ✓

Will City provide required right-of-way? Yes ✓ No____

Additional right-of-way to be acquired as part of project? Yes____ No ✓

State to furnish right-of-way descriptions? Yes____ No ✓

Give width of intersecting streets: 45 F

Are intersecting streets curbed? Yes____ No ✓

Remarks

CONCRETE CURBS -

Now in place? Yes____ No ✓

Width between present curbs: ______feet

City to construct curbs? Yes____ No____ Later

To be constructed as part of project? Yes____ No ✓

Length of desired radius on curb returns: ______feet

Does City desire special type of curbs? Yes____ No____

Explain: No curbs or sidewalks required in this Project

SIDEWALKS (All new sidewalks to be constructed at City's expense.)- - - - - -

Are sidewalks now in place? Yes____ No ✓

Present sidewalks, Length: ________feet; Width:_______feet

Distance between present sidewalks: ________feet

Are sidewalks to be constructed as part of project? Yes___ No____

Width of sidewalks to be constructed: ________feet

Are sidewalks to be constructed only on one side of street? Yes____ No____

Are sidewalks to be constructed on both sides of street? Yes____ No____

Give: Length to be constructed and On which side of street

______feet N.___ S.___ E.___ W.___

______feet N.___ S.___ E.___ W.___

Should sidewalks be placed against curbs? Yes____ No____

Is utility strip required? Yes____ No____; Width: ______feet

Remarks____

STORM SEWERS -

Now in place? Yes ✓ No____

If yes, are they adequate for increased flow? Yes ✓ No____

Indicate depth of main lines from present surface: ________feet

To be constructed by City? Yes____ No____

To be constructed as part of project? Yes____ No ✓

/Show location of outfall on city map./

SANITARY SEWERS -

Now in place? Yes____ No____ /NOTE: City to adjust if required./

If yes, indicate depth of sewers from present surface: ________feet

Remarks No Sewers in City

WATER MAINS -

Now in place? Yes ✓ No___

If yes, how deep from present surface? ___3___ feet

To be adjusted by City? Yes ✓ No___

To be adjusted as part of project? Yes___ No___

Remarks____

DRIVEWAYS - - - No driveways - - - - - - - - - - - - - - - - - -

To be constructed as part of project? Yes___ No___

Asphaltic concrete? Yes___ No___

Portland cement? Yes___ No___

How many? __________

Must driveways be Portland Cement to comply with City code? Yes___ No___

Is there a City ordinance specifying width and number of driveways permitted?
Yes___ No___ (If yes, please include copy of ordinance.)

Remarks____

FRANCHISED UTILITIES (City is to arrange for any required adjustment.) - - -

Gas lines? Yes___ No___

Electric poles? Yes ✓ No___

Which company? California Pacific Utilities Co
(NOTE: If City-owned, City to adjust.) ✓

Telephone poles? Yes___ No ✓

Which company?______________________________

Railroad tracks? Yes___ No ✓

Which company?______________________________

Is crossing presently protected
by automatic railroad signals? Yes___ No___

Remarks____

WORK TO BE DONE BY CITY AS PART OF PROJECT - - - - - - - - - - - - - - - -

Grading? Yes____ No____

Clearing? Yes____ No ✓

Base rock? Yes some____ No____

Concrete curbs? Yes____ No____

Driveways? Yes____ No____

Remarks____

GENERAL INFORMATION -

Are City finances available? Yes____ No____

When available? Date____________________

If project is being designed by State for City construction, all costs must be borne by City. This includes survey, location, preparation of project for specifications, etc. If construction engineering is performed by State, this cost also shall be borne by City.

Has City established grade on street? Yes____ No____
(If yes, please include copy of data.)

Please indicate site for disposal of excess excavated material: ____________

All construction called for above shall be performed within the curbed section except for sidewalks, driveways, and connections to existing intersecting streets.

General remarks: ____

By Lloyd Leathers
Mayor

By Theron S. Kenney
City Recorder
City Manager

By______________________
City Engineer

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FEB 18 1964

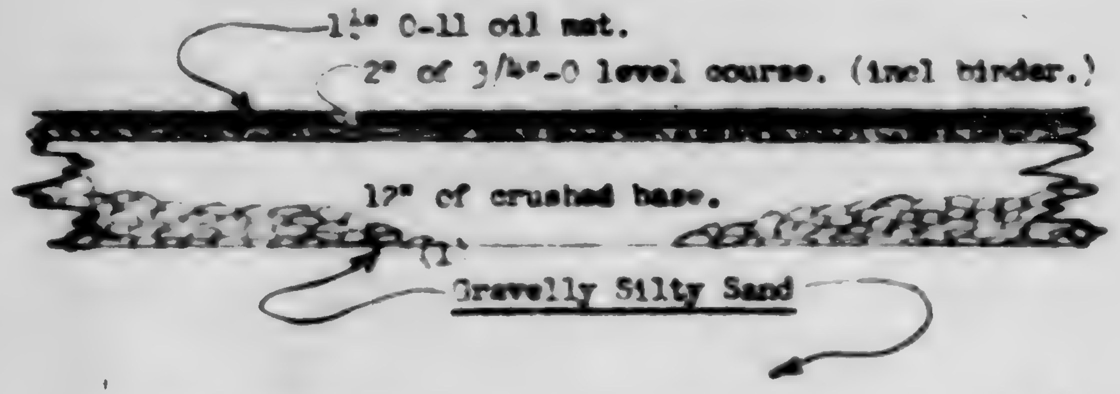
FOR FILE

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section 3rd Street Highway City of Long Creek County Grant Prelim.
Sec. Engr. ______ Length of Project ____ Miles. W. Sta. Eagle Street to Sta. Pendleton-John Day Hwy Date 2-3-64

363.1

Frost Penetration -*30"± TYPICAL SECTIONS Traffic Classif. - LIGHT



(1)
Typical Soil
49 LL
28 PI
49 % P10
38 % P200
51 % Gravel
5 % C Sand
6 % F Sand
21 % Silt
17 % Clay
32 "R" Value
(Corrected)
AASHO CLASSIF. - A-7-6 (3)

*The Typical Soil sample is frost susceptible (27.9% P 0.02). The total surfacing thickness has been increased to equal ½ the reported frost depth.

Required Base & Base: Crushed	Required Base & Base: Not Crushed	Designed Base & Surf.: Select. Surf. Allo.	Designed Base & Surf.: Not Surf.	G.
			1½	O-11
			2	Level
			12	Cr Base
9½			*15½	

2-3-64

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for
Suitable material source to be determined by the Engineer.											

Submitted by J.W. Yarbrough Soils Engineer
Recommended by F. F. Becker Ass't Construction Engineer
Recommended by H.W. Harr Engineer of Materials
Approved by Lloyd P. Shaw Deputy State Highway Engineer
SIGNED
LLOYD P. SHAW

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer
County-City (2)

PAVEMENT TYPE SELECTION

3rd Street
City of Long Creek
Grant County

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 150 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 30"± Annual [illegible] Precipitation 13½"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:
Due to items 4, 6, and 12, an O-11 oil mat has been selected.

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Long Creek is an incorporated city of the State of Oregon and has a population of 295 as given by the latest official census; and

WHEREAS, the following streets of said city, 3 st

3 St From Highway 395 West To Eagle St.

800 ft.

RECEIVED
JUN 17 1963
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Long Creek does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Theron S. Keeney as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of June, 1963

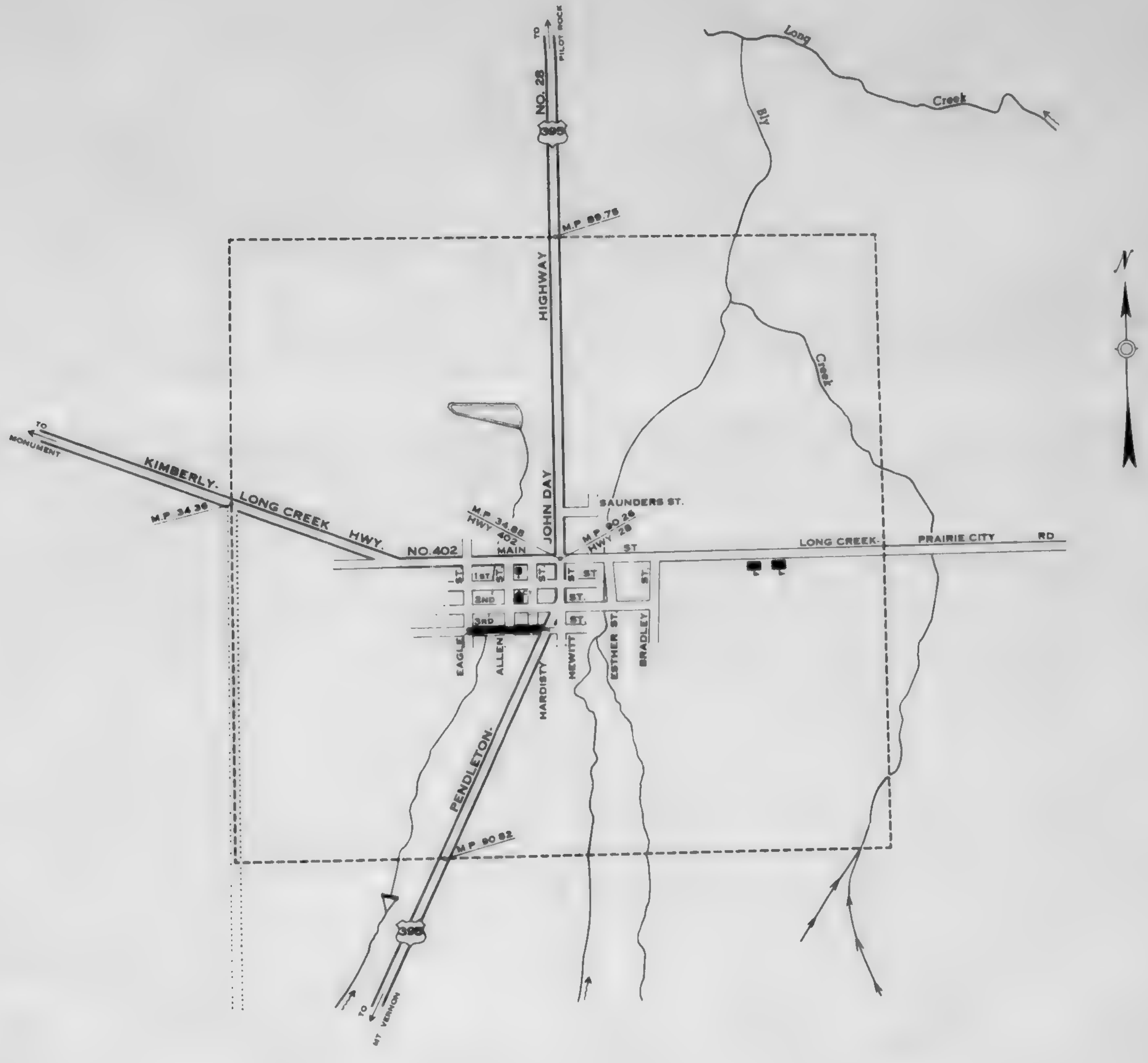
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Long Creek at a [✓ regular] or special meeting of said Council, held on the 6th day of June, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 6th day of June, 1963.

Theron S. Keeney
City Recorder


TO PILOT ROCK
NO. 28
395
HIGHWAY
JOHN DAY
M.P. 89.76
Long
Creek
Bly
Creek
N
TO MONUMENT
KIMBERLY. LONG CREEK HWY.
M.P. 34.36
NO. 402
M.P. 34.86 HWY 402
MAIN
M.P. 90.26 HWY 28
SAUNDERS ST.
ST
LONG CREEK PRAIRIE CITY RD
1ST
2ND
3RD
ST.
EAGLE
ALLEN
HARDISTY
HEWITT
ESTHER ST
BRADLEY
PENDLETON.
M.P. 90.82
395
TO MT VERNON

LONG CREEK

GRANT COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 295

Scale in Feet

400 0 400 800

April 1, 1961

SIGNED ROUTES

INTERSTATE	5
U.S.	30
ORE.	22

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - CV – City Hall
  - CT Court House
  - A – Armory
  - L – Library
- Street open for travel
- Street dedicated but not open.
- City Limits.

I-5-1(55) Wall Cr.-Siskiyou Sta. Sec., 1964
06 Pac. Hwy. (Grad., stone base
#6454 & etc.) [redacted]

RR 621

RECEIVED
AUG 20 1970

FOR FILE

REFERRED TO

By Asst. State Hwy. Engr.

8-19-70

AUG 10 1970

26-50

Mr. Ralph E. Franklin
Franklin and Watkins
2515 Seattle - First National Bank Building
1001 Fourth Avenue
Seattle, Washington 98104

Re: Oregon Project I-5-1(55)06; Contract 6454
Slate-Hall, Contractor; Spragues', Inc.,
Subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Spragues', Inc., Contractor

Dear Mr. Franklin:

This office has been asked to reply to your letter of July 29, 1970, on the above subject matter addressed to the Chief Counsel.

The July 9, 1970, letter of the Oregon Department of Justice noted your client's right to enter a claim in the United States Court of Appeals. The letter should have advised that the claim could be entered in the U.S. Court of Claims. In this connection, please note the information provided you in the fourth paragraph of ~~my~~ letter of May 21, 1970, as well as the information given the State highway department in the penultimate paragraph of the memorandum from the Director of Public Roads to the Regional Federal Highway Administrator on June 10, 1970, copy enclosed.

If this office can further assist you in any way, please let me know.

Sincerely yours,

S. K. Booth

S. K. Booth
Assistant Chief Counsel
for General Law

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

Enclosure

NOTED
TOM EDWARDS

LAW OFFICES
FRANKLIN & WATKINS
2515 SEATTLE-FIRST NATIONAL BUILDING
1001 FOURTH AVENUE
SEATTLE, WASHINGTON 98104

MICHAEL KEYS COPASS (1967)
RALPH E. FRANKLIN
H. JOEL WATKINS
WILFRED E. SCHLICKER
DAVID D. WEBBER

TELEPHONE
MAIN 4-1351

ADMINISTRATION
AUG 3 1970
CHIEF COUNSEL

July 29, 1970

4924

Mr. David E. Wells
Chief Counsel
U. S. Department of Transportation
Federal Highway Administration
Washington, D. C. 20591

Re: Oregon Project I-5-1(55)06; Contract 6454
Slate-Hall, Contractor; Spragues', Inc.,
Subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Spragues', Inc., Contractor

Dear Sir:

Reference is made to my earlier correspondence with the Secretary of Transportation and with yourself relative to the above matter.

I enclose a photocopy of letter from Lee Johnson, Attorney General, State of Oregon, dated July 9, 1970, informing me of the disposition of the appeal. I also enclose a copy of my letter of this date to Mr. Johnson requesting information needed as a basis for seeking judicial review.

My problem is that the Oregon Attorney General has informed me at the direction of the Bureau of Public Roads that I can petition for a review in the U. S. Court of Appeals. However, I am not provided with any Decision, Order or Findings from which to process an appeal. Neither can I find any statute identifying jurisdiction in the U. S. Court of Appeals.

I would appreciate it if you could provide me with a copy of whatever has been issued by the Bureau of Public Roads as a final ruling and also inform me of the statute which provides jurisdiction in the Court of Appeals to entertain a petition in this matter.

Thank you for your cooperation.

Yours very truly,

FRANKLIN & WATKINS

By Ralph E. Franklin
Ralph E. Franklin

REF:jw

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Building

RECEIVED
FOR FILING
I 5-1(55)06
6454

July 9, 1970

Mr. Ralph E. Franklin, Esq.
Attorney at Law
2515 Seattle-First National Bank Building
1001 4th Avenue
Seattle, Washington 98104

Re: Appeal of Sprague's Inc. - Contracts 6454 and 6474
Projects I-5-1(55)06 and I-5-6(53)304

Dear Mr. Franklin:

We have received a request from Director Bartelsmeyer of the Bureau of Public Roads to notify your client of their final determination of Sprague's Inc. appeal respecting the assessment of liquidated damages pertaining to the above matter.

The final determination is the assessment of $140 liquidated damages on Contract 6454 and $2,390 liquidated damages on Contract 6474.

You are further informed of the right of your client to further appeal this determination by entering a claim in the United States Court of Appeals within 60 days after receipt of this letter.

Since the amount previously assessed and withheld was $2,840 and the final assessment being $2,390, we are enclosing a check in the amount of $450, representing the difference.

Director Bartelsmeyer extends his apologies for the delay in acting upon your client's appeal, which certainly was regrettable.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg
Enc.

cc - Mr. R. E. Simpson
Mr. R. L. Porter
Mr. V. E. Skoog

File copy

RECEIVED
JUL 1 1970
FOR FILING

[illegible]
[illegible]

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: July 1, 1970

In reply refer to: 08-35.5

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(55)06, Spragues' Inc., Subcontractor
Oregon Project I-5-6(53)304, Spragues' Inc., Contractor
Assessment of Liquidated Damages

In confirmation of our memorandum of June 18 we are enclosing a check in the amount of $450 for your use in reimbursing Spragues' Inc.

Please furnish us with evidence that Spragues' Inc. was paid and also a copy of your notification as to their right to appeal this determination by entering a claim in the United States Court of Claims within 60 days of receipt of your letter.

Enclosure
Check

Skoog

Above check received 7-1-70.

V. E. Skoog
V. E. Skoog, Controller

orig - Skoog
copy to: Linda
Morgan
Young

RECEIVED
JUL 1 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form FHWA-12

RECEIVED
JUN 2

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 18, 1970

In reply refer to: 08-35.1

Klaboe

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(55)06, Spragues' Inc., Subcontractor - 6454
Oregon Project I-5-6(53)304, Spragues' Inc., Contractor - 6474
Assessment of Liquidated Damages

The contractor, through his attorney, has entered his appeal with regard to the withholding of liquidated damages. The delay in considering his request of June 14, 1967 is regrettable, and this office extends its apologies for not following up on the request which was forwarded. Enclosed is a copy of Director Bartelsmeyer's reply dated June 10.

In connection with project I-5-6(53)304, the Director has requested that you:

1. Take whatever steps are necessary to return to Spragues' Inc. the difference between the $2,840 originally assessed and the $2,390 now finally assessed.

2. Notify Spragues' Inc. by registered or certified mail (return receipt requested) of this final determination of the assessment of $140 liquidated damages on contract 6454 and $2,390 liquidated damages on contract 6474, along with the fact of their further right to appeal this determination by entering a claim in the United States Court of Claims within 60 days after receipt of your letter.

As discussed with Mr. Skoog, arrangements are being made to reimburse the State for the $450 so that the State may reimburse Spragues' Inc. without resorting to Highway Commission approval.

Enclosure
Memo, 6-10-70, Bartelsmeyer to Phillips

Simpson:nig

orig to Skoog -
discuss 6-22-70

RECEIVED
JUN 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

JUN 10 1970

Mr. R. M. Phillips
Regional Federal Highway Administrator
Portland, Oregon

26-50

R. R. Bartelsmeyer R. R. Bartelsmeyer
Director of Public Roads

Oregon Project I-5-1(55)66, Contract 6454, Slate-Hall, Contractor, Sprague's Inc., Subcontractor; Oregon Project I-5-6(53)364, Contract 6474, Sprague's, Inc., Contractor; Labor Standards

This has reference to your memorandum on the subject addressed to Mr. David E. Wells on April 3, 1970, with enclosures.

The contractor, through an attorney, entered separate project appeals with regard to the withholding of liquidated damages. The appeals will be separately considered.

Contract 6454, Sprague's, Inc., Subcontractor

The contract between the State and Slate-Hall was dated about July 10, 1964. It contained a wage determination of the Secretary of Labor and contract clauses pursuant to the Work-Hours Act of 1962.

On September 4, 1964, the State approved a subcontract for landscaping between Slate-Hall and Sprague's, Inc. The subcontract did not contain, except by reference, the labor standards clauses and the wage determination. However, Sprague's, Inc., evidenced its awareness of the contract requirements by regularly submitting certified payrolls during the period of project performance. In addition, the firm was, at the time of performance, engaged as a prime contractor on another Oregon Interstate project. That project contract contained the proper labor standards stipulations and a wage determination of the Secretary of Labor and accordingly, Sprague's, Inc., is regarded as having actual knowledge of its labor standards compliance responsibilities, both as subcontractor and as contractor.

- More -

The U. S. Department of Labor made an in-depth study of Sprague, Inc.'s compliance with the Fair Labor Standards Act of 1938, as amended. The study included the period of subcontract performance. The Department of Labor found that the firm, over all, had underpaid its employees a total of $7,632.72. Of this amount, two employees engaged on contract 6454 as working foremen had been underpaid a total of $139.96.

The U. S. Department of Labor collected $4,794.69 from Sprague's, Inc., (that figure representing the net amounts due the employees after payroll deductions) and made restitution to the employees for the net amounts due each, including the two employees who were underpaid on contract 6454. The amounts paid to each of these men satisfied the employer's wage obligation under the Fair Labor Standards Act and the Work Hours Act of 1962.

The U. S. Department of Labor notified the Oregon State Highway Department of the possibility that the underpayments on contract 6454 entailed violations of the Work Hours Act of 1962. An inquiry was initiated, and the State highway department determined that 14 violations had occurred, resulting in liquidated damages of $140.00. It was further determined by the State highway department that the hours worked as shown on the subcontractor's certified payroll returns were at variance with the hours worked as shown on the daily time sheets kept by the subcontractor's agents.

On November 8, 1967, the State highway department notified the subcontractor of the assessment of $140.00 as liquidated damages for the violations and provided sixty days for entry of an appeal. An undated appeal was received by the State highway department on December 26, 1967, well within the time allowed.

The appeal amounts to a prayer for relief based upon the employer's ignorance of the law and admissions that reasons for the record discrepancies could not be advanced.

It is my conclusion, inasmuch as the certified payrolls seem to be at variance with the facts of employment, that the underpayments were caused by the negligence of the subcontractor or by the negligence of its agents, and that such underpayments were not caused "inadvertently, notwithstanding the exercise of due care". The liquidated damages assessment of $140.00, therefore, is affirmed.

- More -

It is noted that the project underpayments were revealed at a time when the contractor, Slate-Hall, had been paid in full by the Oregon State highway department for its contract work, and that the liquidated damages were withheld by the State from sums otherwise due Sprague's, Inc., on contract 6474.

Contract 6474, Sprague's, Inc., Contractor

On or about July 23, 1964, the Oregon State highway department contracted directly with Sprague's, Inc., for landscaping work. The contract contained a wage determination of the Secretary of Labor and pertinent contract labor standards stipulations.

The same U. S. Department of Labor Fair Labor Standards Act investigation, cited above in connection with contract 6454, covered the period of the contractor's performance on contract 6474. The net restitution due each employee under the Fair Labor Standards Act was paid them by the U. S. Department of Labor from the aforementioned $4,794.69 collected from Sprague's, Inc.

The U. S. Department of Labor notified the Oregon State Highway Department of possible violations of the Work Hours Act of 1962. The State highway department, after an investigation, found that 15 employees had been underpaid an additional total of $385.32, the underpayments involving 284 violations of the contract overtime provisions. On April 27, 1967, the contractor was formally notified of the underpayments, the assessment of $2,840 in liquidated damages, and of the opportunity to file an appeal within sixty days.

On June 14, 1967, an appeal was entered on the contractor's behalf by his attorney. Discussions were later held, culminating in the contractor mailing checks, on March 5, 1968, to the underpaid employees. Three checks, amounting to $30.20, were returned because the employees could not be located. This amount was withheld by the State from the contractor and by the Federal Highway Administration from the State, and is not in issue here.

The contractor's appeal indicated doubts with regard to the number of violations for which assessments were made. Claims were also advanced to the effect that the underpayment computations were incorrect inasmuch as:

- More -

1. Many of the workmen were foremen and foremen are not subject to the Act. (Of 17 employees, 6 were classified as foremen).

2. Much of the foremen's own time, as shown on company records, was worked off the jobsite doing bookwork.

3. Some of the jobsite time was spent in "maintenance", rather than in "construction".

4. Two of the employees who worked part of their time on the project worked also at an off-project maintenance shop.

The arguments with respect to coverage were removed from necessity of further consideration here when, after the discussions noted, the contractor decided to make restitution to all of the employees involved. Insofar as the number of violations is concerned, a restudy of the data has resulted in a determination that only 239 violations occurred, rather than 284.

It is my conclusion that the underpayments were not caused inadvertently, notwithstanding the exercise of due care by the contractor or its agents, and that the sum of $2,390 is due the United States as liquidated damages.

Both Contracts

Please take whatever steps are necessary to return to Sprague's, Inc., through the State highway department, the difference between the $2,840 originally assessed and the $2,390 now finally assessed. Also, please ask the State highway department to notify Sprague's, Inc., - by registered or certified mail, return receipt requested - of this final determination of the assessment of $140 liquidated damages on contract 6454, and $2,390 liquidated damages on contract 6474. Sprague's, Inc., should be advised of its further right to appeal this determination by entering a claim in the United States Court of Claims within sixty days of receipt of the State's letter.

It will be appreciated if you would keep the Assistant Chief Counsel for General Law, Federal Highway Administration, informed of further developments in this matter.

RECEIVED
MAY 29 1970
FOR FILING

I-5-1(55)06
6454

5-29-70

Young - Jordan

MAY 21 1970

26-50

Ralph E. Franklin, Esquire
Franklin and Watkins
2515 Seattle - First National Bank Building
1001 Fourth Avenue
Seattle, Washington 98104

Re: Oregon Project I-5-1(55)06; Contract 6454
Slate-Hall, contractor; Sprague's, Inc.,
subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Sprague's, Inc., contractor

Dear Mr. Franklin:

Your letter on the subject, addressed to Mr. David E. Wells on May 8, 1970, has been referred to this office for reply.

The statute applicable to Federal-aid construction contract overtime requirements, at the time of your client's performance on the subject Oregon Projects, was P. L. 87-581, 40 U.S.C. 327-332. A copy of that Act is enclosed.

The applicable regulations, 29 CFR, Part 5, are issued by the Secretary of Labor pursuant to the authority granted him under Reorganization Plan 14 of 1950. Please note the provisions of subsection 103(d) of P. L. 87-581. Copies of the Regulations and the Reorganization Plan are enclosed. Your attention is particularly directed to subparagraphs 5.5(a)(2), 5.5(c)(1), (2), and (3), also to paragraphs 5.8 and 5.32 of the Regulations.

The procedure for review of assessments of liquidated damages, including review of the final order of a head of an agency, is set forth in subsection 103(c) of the enclosed statute, P. L. 87-581. The review authority of the Court of Claims is established in section 202 of the Act.

RECEIVED
MAY 27 1970
OREGON DIVISION

The provisions of P. L. 87-581 applied to the construction contracts on which your client engaged because of subsection 113(a) of title 23, United States Code, which in this case is the "statute of the United States providing wage standards" required for application by subsection 103(a) of P. L. 87-581. The "head of the agency of the United States", as set forth in subsection 104(c) of P. L. 87-581, is, in this instance, the Secretary of Transportation. The Secretary - formerly at 49 CFR 1.4(c)(2)(i), but now at 49 CFR 1.48(b)(1), published in the Federal Register Saturday, March 21, 1970, on page 4959 of Volume 35, No. 56 (copy enclosed) - has authorized the Federal Highway Administrator to administer Chapter 1 of title 23, U.S.C., including subsection 113(a). The Federal Highway Administrator, in subparagraph 3.a. of FHWA (Federal Highway Administration) Order 1-2, has further delegated the pertinent authority to the Director of Public Roads. A copy of that Order is enclosed. Subparagraph 5a(3)(b) of DOT (Department of Transportation) Order 1100.1, cited in subparagraph 3.a. of the FHWA Order, is set forth on pages 5 and 6 of the DOT Order, copies enclosed. DOT Order 1100.1 has now been replaced by DOT Order 1100.23, subparagraph 4.c.(2) of which (copy enclosed) relates to the pertinent current authority of the Federal Highway Administrator.

We trust that the information furnished includes that to which your May 8, 1970, letter referred. If any further information would be helpful, please let me know.

Sincerely yours,

S. K. Booth

S. K. Booth
Assistant Chief Counsel
for General Law

Enclosures

cc: Robert B. Rutledge, Regional Counsel, Region 8
✓R. E. Simpson, Division Engineer, Oregon
Harry Lindberg, Room 3203

RECEIVED
MAY 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 30 1970

FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 23, 1970

3310

Ralph E. Franklin, Esq.
Attorney at Law
2515 Seattle-First National Building
1001 4th Avenue
Seattle, Washington 98104

Re: Contract #6454
Proj. I-5-1(55)06
Wall Creek-Siskiyou Station Sec.
Appeal of Sprague's Inc.

Dear Sir:

Your letter of March 17, 1970, directed to the State Highway Engineer, has been forwarded to me for response.

Please be informed the appeal of your client was properly processed, the necessary documents having been forwarded to the Bureau of Public Roads in January of 1968.

I am informed by Mr. Barry Rutledge, Regional Counsel of the Federal Highway Administration, that you will be hearing from that body in the immediate future concerning your client's appeal.

May I suggest future correspondence pertaining to the above be directed to Mr. Rutledge.

Yours very truly,

L. I. LINDAS
Assistant Attorney General
and Counsel

B. KLAB

RECEIVED
MAR 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

LIL:hg

cc - R. L. Porter
F. B. Klaboe
F. C. McKinney
Barry Rutledge

LAW OFFICES
FRANKLIN & WATKINS
2515 SEATTLE-FIRST NATIONAL BUILDING
1001 FOURTH AVENUE
SEATTLE, WASHINGTON 98104

MICHAEL KEYS COPASS (1967)
RALPH E. FRANKLIN
H. JOEL WATKINS
WILFRED E. SCHLICKER
DAVID D. WEBBER

TELEPHONE
MAIN 4-1351

March 17, 1970

CERTIFIED MAIL

Klaber:
See me please

State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Re: Contract No. 6454
Project I-5-1(55)06
Wall Creek - Siskiyou Station Section

Appeal of Spragues' Inc.

Dear Sir:

In November 1967 your office issued a decision assessing liquidated damages against Spragues' Inc. in connection with alleged violations of the Work Hours Act of 1962.

In accordance with applicable law, Spragues' Inc. appealed from your decision. The appeal was transmitted to you by the writer under date of December 21, 1967.

Under date of January 5, 1968, your office acknowledged the appeal and detailed the liquidated damages claimed.

Under date of May 16, 1968, we demanded payment of the amount which was withheld by your office, $4,000.00, pending the appeal.

Thereafter, you paid the sum of $989.80 and continued to hold the amount of $3,010.20 pending resolution of the appeal. Reference is made to my letter to you concerning this dated June 21, 1968.

The Oregon State Highway Department has failed to process the appeal in the manner provided by law. By reason of the time lapse and the failure of the Oregon State Highway Department to process the appeal, the attempted assessment for liquidated damages is now considered to have been abandoned.

Accordingly, the Oregon State Highway Department should forthwith pay Spragues' Inc. the amount of $3,010.20 which was held by it as a trust fund in connection with the claimed assessment for liquidated damages. Will you please forward check in the amount of $3,010.20 payable to Spragues' Inc., care of the writer.

Yours very truly,

FRANKLIN & WATKINS

By Ralph E. Franklin
Ralph E. Franklin

REF:jw
cc: Regional Counsel
Federal Highway Administration
412 Mohawk Building
222 S.W. Morrison St.
Portland, Oregon 97204

RECEIVED
MAR 18 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 19 [illegible]

FOR FILING
I 5-1(55)06
6454

February 19, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Project I-5-1(50)00, Wall Creek-
California Line Section (R.O.W.)

Your letter of January 31 withheld approval of right-of-way plan sheet No. 5 for this project pending additional information as to the eligibility for Federal participation in the acquisition of File 42310.

In performing the grading on the Siskiyou Station-Siskiyou Summit Section, Project I-5-1(13)04, it was found necessary to excavate large quantities of unsuitable foundation material, which caused a large overrun of the bid item for this work. This increase in quantities at the bid price was documented by Price Agreement No. 2, which was approved by your office. As stated in Mr. Becker's letter of February 26, 1965, in support of the price agreement, considerable quantities of the material so excavated were unsuitable for reuse and therefore wasted.

Because of the existing terrain, suitable waste disposal areas within a reasonable haul distance were limited and soon filled with this material. Since the state-owned land left of Station 535 to 545 was available, a portion of the waste material from the Siskiyou Interchange area was disposed of here. Had we not allowed the contractor to use this area, which was within a reasonable haul distance, it is doubtful if he would have agreed to perform this large overrun in bid quantities at the bid price, which could have resulted in considerable additional cost to the State and Federal Government. In the course of depositing this waste material, a slide developed and the contractor was directed to discontinue use of this area for further disposal. The slide which developed has extended onto private property and damaged the area covered by File 42310.

In view of the circumstances set forth above, we feel that the damage caused by the disposal area slide to File 42310 was a direct result of the construction of Interstate Highway I-5, and the cost to cure, namely acquisition of the damaged area, is eligible for Federal participation. We request your concurrence of eligibility and your approval to acquire File 42310 as participating.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe - FBK 2154
L. H. Young
F. D. Morgan
D. H. Moehring
C. T. Keasey

LHY:ia srb

FORM E-30 80M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
February 9, 1968

RECEIVED
FEB 13 1968
RIGHT OF WAY

SUBJECT: Maintenance Station
Waste Area Slide
Siskiyou Summit Project

To: Mr. John R. Oakes
Assistant R/W Engineer
Salem

RECEIVED
FEB 13 1968
LEGAL & RIGHT OF WAY

In regard to our recent telephone conversation, I have checked with Slate-Hall, general contractors, regarding the slide which developed on the maintenance yard waste area on the Siskiyou Summit project.

I have attached a letter written to me by James N. Leinbach of Slate-Hall which agrees with my recollections of our actions during this project; namely, that the waste area slide did commence during the construction of the project.

If I can be of any further assistance to you on this matter, please notify me.

L. W. Rulien
Division Engineer

by

D. H. Haller, Jr.
Assistant Division Engineer

DHH:nlb

Encl.

7805 S. W. 40th Avenue
Portland, Oregon 97219
February 6, 1968

Mr. Don Haller
Assistant Division Engineer
Oregon State Highway Department
9200 S. W. McLoughlin Blvd.
Portland, Oregon 97202

Dear Sir:

This letter is pursuant to our telephone conversation on February 5, 1968 regarding the waste area approximate Sta. 545 on the Siskiyou Summit Project.

After checking our existing records and talking to persons familiar with the project, we are able to recall wasting material at this site on two different occasions. The latter being late in June, 1964 at which time the waste pile began to slide, encroaching on the adjoining property. We were then directed by you to stop using this site for further wasting.

Yours very truly

SLATE-HALL

James N. Leinbach

James N. Leinbach

JNL:r

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: January 31, 1968

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer, by C. J. Mathias, Div Right of Way Officer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(50)00
Wall Creek - California Line Section

Office Engineer L. H. Young's letter of January 18, 1968 forwarded for our approval revised right of way plan sheets nos. 5, 6, 8, 9, 11, 14, and 15. Attached are approved copies of all plan sheets submitted except sheet no. 5. We are withholding approval of plan sheet no. 5 pending additional information as to the eligibility for Federal participation of file 42310 which involves the acquisition of 8.38 acres. The plan sheet indicates this is for slide control. Inasmuch as the highway has been completed for several years, additional information is needed as to the eligibility of this parcel for Federal participation.

Enclosure
Plan Sheets

2-5-68

REFERRED TO
Young W/[illegible]
By Asst State Hwy. Engr

RECEIVED
FEB 5 1968
OFFICE ENGINEERING
DIVISION

chase R/W [illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV [illegible] 1967

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1967

SUBJECT: Siskiyou Interchange Landslide

To:

Mr. F. D. Morgan
Construction Engineer

Building

In connection with the proposed land purchase at the Siskiyou Interchange Landslide, I am attaching the following data:

1 IR Sketch Map
2 Copies Description of Metes and Bounds
1 Copy Report of Survey
1 Set Coordinates
1 Sketch Map Layout (Work Sheet)
1 Assessors Plat
7 Pages Ownership Deeds
1 PPage Calculation of Area
1 Set Field Notes

We are recommending an outright purchase of this property in order to forever protect the State from possible damage claims due to the action of the slide.

Will you please prepare descriptions and turn the data over to the Right of Way Division for appraisal and purchase.

When you are through with the above data, will you please return the following articles to Division IV:

Coordinates
Field Notes
Approved copy of IR Map.

Very truly yours,

E. S. Hunter
Maintenance Engineer

By E Chidsey

E. F. Chidsey
Service and Equipment Engineer

Approved 11/9/67
Asst. State Hwy. Engr.

Pl proceed

Orig w/data to Morgan
copy to Chidsey
11-9-67

EFC:aj

Attachments

RECEIVED
NOV 2 1967

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1967

SUBJECT: Siskiyou Interchange Landslide

To:

Mr. Tom Edwards
Assistant State Highway Engineer

Building

I am attaching a file with the data necessary for preparation of descriptions and the ultimate purchase of land involved in the Siskiyou Interchange Landslide.

If you approve the purchase of this property, will you please forward the data with the attached letter of transmittal to the Construction Division for further action.

E. S. Hunter
Maintenance Engineer

By E F Chidsey
E. F. Chidsey
Service and Equipment Engineer

EFC:aj

Attachments

NOTED
TOM EDWARDS

[illegible]
AUG 2 [illegible]

8 25-67

.MFN

CON MED RSB 285 3-52 PM

✓ F D MORGAN
R L LAMMERT

RE FILL SLOPE REPAIR IN TWO SPOTS ON I-5 NEAR WALL CREEK. MR CHANDLER SAYS WE WILL PROCEED WITH REPIXX REPAIR BY STATE FORCES. MAINTENANCE FORCE LILL DO WITH WORKMAN EXTRA GANG WITH POSSIBLE RENTAL OF OUTSIDE EQUIPMENT. IN ORDER TO COMPLY WITH RESTRICTIONS ON HIRING OUTSIDE EQUIPMENT, MR HUNTER SHOULD BE ADVISED OF THESE ARRANGEMENTS.

CARL M WILLIAMS

CW17..1.

Copy to Hunter
8-25-67

REGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

July 26, 1965
Salem, Oregon

SUBJECT: Slides on I-5
Construction in Siskiyou Mountains

TO: Mr. F. B. Klaboe
Assistant Construction Engineer

BUILDING

As requested, an inspection of the I-5 construction from South Ashland to the California Line was made on July 14 and 15 for the purpose of determining slide conditions and adequacy of construction. This inspection was made in company with R. J. VanCleave, Division Soils Engineer, Jack McCormick, Resident Engineer, and Bill Brown, Resident Engineer.

Foundation problems under the tremendous fills on this section were anticipated. Heroic efforts were employed (see copy of attached letter to BPR re - overrun in embankment foundation on Siskiyou Station-Siskiyou Summit Section) to assure stable fill foundations. At the time of inspection all completed or partially completed fills appeared to be stable, with some vertical settlement (several inches) in evidence which was attributed to consolidation.

Cut failures have benn relatively minor and I believe have been or will be adequately handled.

A review, section by section, as observed at the time of inspection, is as follows:

SOUTH ASHLAND INTERCHANGE-WALL CREEK, Contract No. 6241, Peter Kiewit Sons' Co., Contractor - 1,776,000 cu. yds. Exc.

Grading and surfacing completed. Minor fill settlements withstood epic floods in good shape. To the left of Station 290 near the toe of a fill slope some sluffing of slope has occurred. This will be corrected by a rock inlay. Depth to solid 5 to 6' -- the sluffing area is outside the main embankment foundation area which had been sub-excavated, and does not effect the integrity of the main fill.

REFERRED TO
Cooper - info only.
By Ast. State Hwy. Engr
WK.

NOTED
FORREST COOPER

WALL CREEK-SISKIYOU STATION, Contract No. 6454, Slate-Hall, Contractor - 1,791,000 cu. yds. Exc.

Extensive embankment foundation preparation at all locations. This work in progress at time of inspection at Stations 412 and 471 on left. Corrective measures and type of construction are considered thorough and adequate. A cut slide on the right of Station 470 to Station 480 has been repaired satisfactorily.

SISKIYOU STATION-SISKIYOU SUMMIT, Contract No. 6360, Slate-Hall, Contractor - 3,502,000 cu. yds. Exc.

This grading project completed and accepted by BPR on July 22. Some one million cu. yds. of embankment foundation excavation has apparently produced stable fills. While not apparent from observation the fill at Station 630 has been checked for 4 inches of consolidation settlement. To the left of Station 542, again outside the foundation excavation area and main fill, cracks were observed in a waste material area. VanCleave will check foundation conditions before corrective measures. Considerable grading remains to be done to complete the Siskiyou Interchange complex. This work is a part of the Peter Kiewit Sons' surfacing project. Very unstable conditions are obvious here. The problems will be handled based on previous experience.

This section includes the summit cut. Spalling of slopes can be expected here due to nature of material. No major failure is expected.

SISKIYOU SUMMIT-CALIFORNIA LINE, Contract No. 6386, Heintz-Kizer, Contractors - 7,306,100 cu. yds. Exc.

At the time of inspection an estimated 80,000 to 100,000 cu. yds. of excavation remained northerly of Bear Creek. Southerly of the Bear Creek fill grading had been virtually completed. In the fill at Station 750 a settlement of some 12 inches had been restored to grade during finishing operations and the fill now appears "set". The Bear Creek fill was completed to the last few feet. Embankment foundation here was carried to solid, and the fill should remain stable. Minor cut failures were encountered and effectively handled.

The work on this entire section has been referred to as spectacular. Certainly it is tremendous. (Plan quantities of 14,485,000 cu. yds.) It appears at this time the pre-construction planning and on-the-job handling of problems has produced a satisfactory product.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Assistant Construction Engineer

RECEIVED
JUL 27 1965
[illegible]

GLD:bjm
Attachment

NOTED
F. B. KLABOE

cc: L. R. Chandler
Jack McCormick
Bill Brown
R. J. VanCleave

C

RECEIVED
JAN 9 - 1968
FOR FILING

I-5-1(55)06
6454

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 5, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Sprague's Inc.
Wall Creek-Siskiyou Station Section
Project I-5-1 (55) 06
Contract No. 6454
(Prime Contractor: Slate-Hall)

Dear Mr. Parsons:

Enclosed is the contractor's appeal from Notice of Ruling with respect to violations of the Work Hours Act of 1962 on the above project, addressed to the Federal Highway Administrator. This appeal was received in the office of the State Highway Engineer on or about December 26, 1967, and in the office of the Chief Counsel on December 28, 1967, under cover of a letter dated December 21, 1967, a copy of which is also enclosed.

We assume from your instructions regarding prior similar situations that further proceedings on this matter will be handled by the appropriate federal authorities.

Very truly yours,

G. E. ROHDE
Chief Counsel

AJ/bdr
Enc.
cc: F. B. Peebles
Assistant Regional Attorney
Bureau of Public Roads
San Francisco, California

cc: ✓Forrest Cooper
R. L. Porter
C. H. Maison
Floyd Query
Alan Johansen

NOTED

8

FORM E-123X 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 5, 1968

Mr. Ralph E. Franklin
Copass, Franklin and Watkins
Attorneys at Law
1001 Northern Life Tower
Seattle, Washington

Re: Sprague's Inc.
Wall Creek-Siskiyou Station Section
Project I-5-1 (55) 06
Contract No. 6454
(Prime Contractor: Slate-Hall)

Dear Mr. Franklin:

Your client's appeal was received in the office of the State Highway Engineer on or about December 26, in the office of the Chief Counsel on December 28, 1967, and forwarded to the Division Engineer, Bureau of Public Roads, on this date.

In your transmittal letter thereof dated December 21, 1967, you also inquire about release by the State of all funds earned by your client in excess of the amount of $2,980. We are in agreement in principle, but differ somewhat as to amount. It appears that your recent letter does not take into account the additional overtime wage payments, aggregating $385.32, previously found to be payable under the Minnesota Freeway Project (Contract No. 6474). We have received no evidence that such additional payments have been made.

According to our best information, it is necessary that we withhold sufficient funds to cover the following:

Additional overtime wage payments	Contract 6474	$ 385.32
Liquidated damages	Contract 6474	2,840.00
Liquidated damages	Contract 6454	140.00
		$3,365.32

Accordingly, we have recommended to our Accounting Division that any funds presently being withheld in excess of $3,365.32 be released to your client.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
Allan Johansen
Staff Attorney

AJ/bdr

RECEIVED
DEC 28 1967

MICHAEL KEYS COPASS
RALPH E. FRANKLIN
H. JOEL WATKINS
WILFRED E. SCHLICKER

LAW OFFICES
COPASS, FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

TELEPHONE
MAIN 4-1351-2-3

I-5-1(55)6
6454

December 21, 1967

Mr. Forrest Cooper
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

COPY

Orig to Porter

Re: Spragues' Inc.

Dear Sir:

Reference is made to your letter dated November 8, 1967, which is a decision rendered by you in connection with Contract No. 6454, Prime Contractor: Slate-Hall, Wall Creek-Siskiyou Station Section. Your decision assesses liquidated damages against Spragues' Inc., a subcontractor on the project. There is herewith enclosed the appeal of Spragues from the decision.

In connection with Contract No. 6474, Roadside Improvement, South Unit, Minnesota Freeway, upon which Spragues' Inc. was prime contractor your office withheld the sum of $10,000 from the final estimate. At a meeting in Portland on July 25, 1967, it was decided by the State that it would release $6000 of such amount and that $4000 would be retained pending payroll audit to be security for any liquidated damages assessed upon the contracts.

The liquidated damages assessed by your decision of April 27, 1967, in connection with Contract No. 6474 amounted to $2840. The liquidated damages assessed per your recent decision on Contract No. 6454 amount to $140. The total of both contracts amounts to $2980. We request that you now release and pay to Spragues the balance held by you in excess of this total. There is no justification for retaining any amount as security in excess of this sum.

Will you please acknowledge receipt of the enclosed appeal and, also, advise me concerning payment of the amount requested above.

Yours very truly,

COPASS, FRANKLIN & WATKINS

By

REF:js
Enc.
cc: Mr. Frank B. Peebles, Mr. C. H. Maison, Mr. Alan H. Johansen

TO: Federal Highway Administrator
Bureau of Public Roads
U. S. Department of Commerce
Washington, D.C.
Through: Forrest Cooper, Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

APPEAL OF SPRAGUES', INC. FROM NOTICE ISSUED BY FORREST COOPER, OREGON STATE HIGHWAY ENGINEER DATED NOVEMBER 8, 1967, FINDING VIOLATIONS OF WORK HOURS ACT, UNDERPAYMENT OF OVERTIME WAGES AND ASSESSMENT OF LIQUIDATED DAMAGES IN THE AMOUNT OF $140.00 IN PERFORMANCE OF WALL CREEK-SISKIYOU STATION SECTION, ROADSIDE IMPROVEMENT CONTRACT NO. 6454, PROJECT I-5-1 (55) 06 (PRIME CONTRACTOR: SLATE-HALL).

Spragues', Inc., a Washington corporation, appellant, was a subcontractor upon the above project. The Oregon State Highway Department is holding the sum of $4,000.00 admittedly due Spragues', Inc. as security in connection with the liquidated damages assessment that is the subject of this appeal.

1.

Spragues' has at all times undertaken to comply with all requirements of law with respect to all phases and aspects of its business. It has not knowingly or intentionally underpaid any of its employees. An examination of the State's audit, which is the subject of the present appeal, reveals that the rate of pay for the listed employees exceeded the minimum rates set forth in the contract for the designated occupations.

During the performance of the contract work, Spragues' paid overtime pay to its employees. It was not intending to avoid overtime payment to its employees when the same is due.

As noted in the Department's Determination, reimbursement has already been made to the employees.

2.

The overtime question first came to Spragues' attention when the Wage and Hours Division of the Department of Labor made an audit of Spragues' records. The latter cooperated fully with that Department. Spragues' was not aware of any failures on its part to comply with the act. The principal areas questioned by the Department of Labor involved foremen time, travel time and dual employment of some employees. Regulations applicable under the Wage and Hours Act are not the same as under the Work Hours Act of 1962.

The judgments exercised by Spragues' in 1964 and 1965 when it did not pay overtime for given employment were based upon reasons which the company at the time considered valid. In some instances based upon company records we are not presently able to make an explanation of the reasons that were then considered, but such reasons did exist and were then considered by Spragues' Inc. There was no plan to evade payment of overtime required to be paid under any law. Such violations as have occurred were wholly inadvertent on the part of Spragues'.

3.

The underpayment involved resulted from the interpretation which

Spragues' made of the law and the regulations as applied to the circumstances of the employment involved. Apparently, Spragues' interpretation was in error. Spragues' has corrected the situation and is endeavoring to fully comply with the instructions and directions it has now received from the Department of Labor and from the Wage Hours Division. Spragues' acted in good faith in this matter and submits that the penalty assessment of liquidated damages should not be levied.

Respectfully submitted.

COPASS, FRANKLIN & WATKINS

By Ralph E. Franklin
Ralph E. Franklin
Attorneys for Spragues', Inc.

RECEIVED
NOV 10 1967
FOR FILING

I-5-1(55)06

6454

November 8, 1967

CERTIFIED MAIL

Sprague's Incorporated of
Washington
Post Office Box 438
Lynnwood, Washington 98036

Gentlemen:

Re: Payroll Audit
Wall Creek-Siskiyou Station Section
Project I-5-1(55)06
Contract No. 6454
(Prime Contractor: Slate-Hall)

Upon information and investigation, including inspection of your certified payrolls heretofore submitted, you are hereby notified of your apparent failure to pay proper overtime wage rates to employees engaged in the performance of contract work on the subject Interstate project.

The nature of the violations and overtime wage underpayments to individual employees are shown on a schedule attached to this letter. Reimbursement of the additional overtime payments due has been previously made to the individuals involved as a result of a prior investigation made by the U. S. Department of Labor. Also shown on the attached schedule are the dates of (14) day violations resulting in liquidated damage assessments, in accordance with the requirements of the Work Hours Act of 1962, in the amount of $140.00.

This letter of notice is being sent to you by certified mail, return receipt requested. The return receipt and a copy of this letter of notice will be forwarded through channels to the Regional Engineer of the Bureau of Public Roads. The assessments of liquidated damages set forth in the attached schedule will be considered final, subject to the concurrence of the Bureau of Public Roads, unless an appeal by you, or by the prime contractor in your behalf, addressed to the Federal Highway Administrator, Bureau of Public Roads, is received by this office within sixty days of the receipt of this notice. Any appeal should consist of a written explanation of, or justification for, the apparent underpayments or a full statement evidencing that such underpayments were caused by inadvertence notwithstanding the exercise of due care.

In the event you file an appeal within the time period set forth above, you will be advised by this office of the decision of the Bureau of Public Roads. If such decision is adverse to your interests, you will be advised by certified mail, return receipt requested. In accordance with the provisions of the Work Hours Act of 1962, you will be provided a period of sixty days from the date of receipt by you of the Bureau of Public Roads' decision within which to file a claim with the United States Court of Claims.

An informational copy of this letter is being transmitted to the prime contractor, Slate-Hall, 7803 S. W. 40th Avenue, Portland, Oregon 97219. Since final payment was made by the State to the prime contractor before these apparent violations came to light, and since we have been dealing directly with you on a similar matter on a project where you were the prime contractor (South Unit, Minnesota Freeway, Roadside Improvement Contract No. 6474), it is deemed appropriate to direct this notice directly to you rather than to the prime contractor.

As to your pending appeal in the Minnesota Freeway project, we note that at a conference with your attorney, Mr. Franklin, in July, our personnel understood him to say that you would be submitting some further data relating to the duties of Mr. Joseph Ludwig. To date we have not received the data.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

attachments
cc Slate-Hall
A. W. Parsons (BPR)
F. B. Peebles (BPR)
Ralph E. Franklin

bcc Forrest Cooper
V. B. Klaboe
Victor D. Wolfe
G. E. Rohde
C. H. Maison
Floyd Query
A. H. Johansen
AHJ:rh ms

Ralph E. Franklin
Copass, Franklin and Watkins
1001 Northern Life Building
Seattle, Washington 98101

F. B. Peebles
Assistant Western Counsel
Bureau of Public Roads
Post Office Box 36068
San Francisco, California 94102

SPRAGUES', INC. - CONTRACT 6454
PROJECT I-5-1(55) 06
RECAP OF PAYROLL VIOLATIONS AUDIT

Name	Date	Daily Time Sheets		Certified Payroll				Overtime
				Hours		Rates		Over 8 hours per day not paid
		Hours	Classification	R	OT	R	OT	
Gary Swartz	10/5/65	3½	Gen. Labor		1		5.40	2½
		8	Truck Dr.	8		4.18		
	10/6/65	2½	Gen. Labor					2½
		9	Truck Dr.	8	1	4.18	6.27	
	10/7/65	6	Gen. Labor	3½	1	3.60	5.40	1½
		4½	Truck Dr.	4½		4.18		
	10/8/65	5	Gen. Labor	2½		3.60		2½
		5½	Truck Dr.	5½		4.18		
	10/9/65	2	Gen. Labor					2
		7	Truck Dr.		7		6.27	
	10/12/65	5	Gen. Labor	½	4	3.60	5.40	½
		7½	Truck Dr.	7½		4.18		
	10/13/65	3½	Gen. Labor		2		5.40	1½
		9	Truck Dr.	8	1	4.18	6.27	
						NUMBER OF VIOLATIONS		7

SPRAGUES', INC. - CONTRACT 6454
PROJECT I-5-1(55) 06
RECAP OF PAYROLL VIOLATIONS AUDIT

		Daily Time Sheets		Certified Payroll				Overtime
				Hours		Rates		Over 8 hours per day not paid
Name	Date	Hours	Classification	R	OT	R	OT	
Rodney V. Culp	10/5/65	4½	Gen. Labor	1	1	3.60	5.40	2½
		7	Tractor Op.	7		4.18		
	10/6/65	2½	Gen. Labor	2½	1	3.60	5.40	2½
		5½	Hydro Seeder Oper.	5½		4.18		
		3½	After Pipe & Parts					
	10/7/65	6	Gen. Labor	3½	1	3.60	5.40	1½
		4½	Hydro Seeder Oper.	4½		4.18		
	10/8/65	5	Gen. Labor	2½		3.60		2½
		5½	Hydro Seeder Oper.	5½		4.18		
	10/9/65	2	Gen. Labor					2
		7	Hydro Seeder Oper.		7		6.27	
	10/12/65	5	Gen. Labor	½	4	3.60	5.40	½
		7½	Hydro Seeder Oper.	7½		4.18		
	10/13/65	4	Gen. Labor		2½		5.40	1½
		8½	Hydro Seeder Oper.	8	½	4.18	6.27	
						NUMBER OF VIOLATIONS		7

RECEIVED
AUG 17 1967

FORM E-30X—50M—7-64 SP*6230-734

I-5-1(55)66
6454

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1967

SUBJECT: Audit of Spragues' Inc.
Contract 6454
Wall Creek-Siskiyou Station Section

To: Mr. Alan N. Johansen
Staff Attorney

BUILDING

The Accounting Division has completed the audit of the certified payrolls submitted by Spragues' Inc. on the subject contract. The period covered by these payrolls was October 4, 1965, through October 14, 1965.

Our examination disclosed 14 day violations of not paying overtime due for work over eight hours per day. These violations applied to only two employees, Rodney Culp and Gary Swartz.

Again, as reported in our audit of the South Unit of the Minnesota Freeway, Spragues' Inc. felt that the time involved in equipment repair and cleanup was not subject to overtime payment. The overtime due these two employees was paid by Spragues' Inc. as a result of Bureau of Labor settlement.

The audit workpapers are on file in the Accounting Division and are available on request.

ORIGINAL SIGNED BY
C. H. MAISON
C. H. Maison
Controller

VES:bg

cc: R. L. Porter
John Girvin (BPR)
Jim Carpenter

FORM E-123X 80M 7-65

RECEIVED

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 27, 1967

NOTED
R. L. PORTER

Ralph E. Franklin
Copass, Franklin & Watkins
1001 Northern Life Tower
Seattle, Washington 98101

Re: Sprague's, Inc.
Alleged Payroll Violations
Ashland-Wall Creek Section
Contract No. 6241
Wall Creek-Siskiyou Sta. Section
Contract No. 6454
Siskiyou Sta-Siskiyou Summit Section
Contract No. 6360

Dear Mr. Franklin:

Please refer to previous correspondence on the above subject, including our letters to you dated February 10 and March 20, 1967.

Also, you should be receiving in a few days a copy of a letter from the State Highway Engineer to your client, Sprague's, Inc., setting forth the results of the investigation of charges of payroll violations on the Minnesota Freeway job, Contract No. 6474.

This is to again request that your client cooperate in making its books and records available for a payroll audit on the projects described in the caption. The nature of the allegations of violations on these projects, received by this department, indicates that in all probability the time required for an audit will not be great unless, of course, evidence of other, more extensive violations is discovered.

At such time as an audit on the captioned projects can be completed, we will be in a position to determine what portion, if any, of the funds presently being withheld on Contract 6474 will have to be retained to ensure restitution and payment of liquidated damages arising out of such violations as might be found to have occurred on these projects. Any remaining balance could then be released to your client.

We believe you will agree that the simplest way to terminate this entire controversy, at the least expense to all parties, will be to facilitate the requested audit on the captioned projects.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
cc: R. L. Porter
C. H. Maison
L. H. Young
A. H. Johansen

RECEIVED
APR 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-128X 80M 7-65

RECEIVED

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 27, 1967

NOTED
R. L. PORTER

Ralph E. Franklin
Copass, Franklin & Watkins
1001 Northern Life Tower
Seattle, Washington 98101

Re: Sprague's, Inc.
Alleged Payroll Violations
Ashland-Wall Creek Section
Contract No. 6241
Wall Creek-Siskiyou Sta. Section
Contract No. 6454
Siskiyou Sta-Siskiyou Summit Section
Contract No. 6360

Dear Mr. Franklin:

Please refer to previous correspondence on the above subject, including our letters to you dated February 10 and March 20, 1967.

Also, you should be receiving in a few days a copy of a letter from the State Highway Engineer to your client, Sprague's, Inc., setting forth the results of the investigation of charges of payroll violations on the Minnesota Freeway job, Contract No. 6474.

This is to again request that your client cooperate in making its books and records available for a payroll audit on the projects described in the caption. The nature of the allegations of violations on these projects, received by this department, indicates that in all probability the time required for an audit will not be great unless, of course, evidence of other, more extensive violations is discovered.

At such time as an audit on the captioned projects can be completed, we will be in a position to determine what portion, if any, of the funds presently being withheld on Contract 6474 will have to be retained to ensure restitution and payment of liquidated damages arising out of such violations as might be found to have occurred on these projects. Any remaining balance could then be released to your client.

We believe you will agree that the simplest way to terminate this entire controversy, at the least expense to all parties, will be to facilitate the requested audit on the captioned projects.

Very truly yours,

G. E. ROHDE
Chief Counsel

RECEIVED
APR 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

GER:AHJ:gw
cc: R. L. Porter
C. H. Maison
L. H. Young
A. H. Johnson

FORM E-123X 50M 6-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 10, 1967

Ralph E. Franklin
[illegible], Franklin & Watkins
Attorneys at Law
1102 Northern Life Tower
Seattle, Washington

Re: Sprague's Inc. of Washington
Contract No. 6474
South Unit, Minnesota Freeway
Section

Dear Mr. Franklin:

In connection with your recent inquiries as to when the balance of the final payment on the above project might be released, this is to advise that our investigation of charges of wage-hour violations has been completed, and the results forwarded to the Bureau of Public Roads. Since the charges involve alleged violations of federal law, as well as our contract with your client, final action by us must await the instructions of that federal agency. We share your desire that this matter be finally disposed of within the near future.

Meanwhile, charges of similar violations by Sprague's on several other projects have been received. Our Accounting Division asked Mrs. Sprague for an opportunity to audit the corporate books and records on these other projects, and we understand that she refused this request. The projects involved, on each of which Sprague's was a subcontractor, are the following:

Contract No.	Job Description	Prime Contractor
6241	Ashland - Wall Creek	Peter Kiewit
6454	Wall Creek - Siskiyou Station	Slate-Hall
6360	Siskiyou Station-Siskiyou Summit	Slate-Hall

It is not anticipated that investigation of the charges relating to these projects will require as much time as has been necessary on the Minnesota Freeway project. We are sure you will agree that resolution of all outstanding problems will be expedited by your client's cooperation in making the corporate books on the above projects available for examination. Continued refusal of an opportunity for such examination might, in some quarters, be regarded as evidence of some culpable intent and would, we believe, clearly violate your client's contractual obligations.

Please advise whether your client's books and records on the above projects will be available for examination at a mutually convenient time. Thank you for your cooperation.

Vefy truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gv

cc: R. L. Porter
C. H. Maison
L. H. Young
Alan H. Johansen

DEC 6 - 1966

FOR FILING

I-5-1 (55)06

6454

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1966

SUBJECT: Access Control
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06

To: Mr. D.H. Moehring
Right of Way Engineer

BUILDING

Attached you will find an indenture from the Southern Pacific Railroad Company dated November 7, 1966, which controls access along Southern Pacific's property through the above-captioned project.

Please review this document and if satisfactory, remit $100 to the railroad as agreed in the railroad's letter dated August 6, 1964 and my letter dated September 18, 1964.

The descriptions of Lines 1 and 2, as written on Page 1 of this indenture, has been reviewed and is satisfactory in accordance with the Southern Pacific's letter dated June 4, 1965 and my letter of September 7, 1965.

F.D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T.W. Litchfield
Utilities Liaison Engineer

TWL:sg
Attachment

cc: A.W. Parsons
F.B. Klaboe
L.H. Young
C.H. Maison
L.R. Chandler
B.E. Brown
J.E. Holcomb

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 22 1966
FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6454

DATE: November 15, 1966

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

T. Dec

SUBJECT: Oregon Project I-5-1(55)06
Wall Creek - Siskiyou Station Section
Contract No. 6454
Final Acceptance

Review of the project file indicates that a foreman for Spragues' Commercial Landscaping, Inc., an approved subcontractor on this project, has made complaints of failure to receive overtime compensation. We understand that your department is conducting an investigation pertinent thereto and that a full report will be forth coming. The final report and processing of the final voucher will be withheld pending resolution of this matter in order that certification can be made indicating compliance with the labor provisions of this contract.

REFERRED TO 11-21-66
Morgan - ~~Young~~ - Rohde - Astrup
BY ASST. STATE HWY. ENGR.

Young - please take appropriate action

R[illegible]
NOV 1[illegible] 1966
[illegible]
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Monthly transaction number 9-16

Project report number 15

Modification number 2

FORM PR-2A (REV. 10-65)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State Oregon

County Jackson

Project number I-5-1(55)06

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 21, 1964, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,275,869	$ 3,167,369
Federal funds	$ 3,021,500.00	$ 2,921,500.00
Other revisions		

This modification is made for the following reasons:

To include reduction in construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of August, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F Klaboe

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Admin. Manager

Oregon State Highway Department -

Federal Aid
Project No. I-5-1(55)06

WALL CREEK-SISKIYOU STATION SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Revised estimate as a basis for modification of project agreement. Revised to include reduction in construction engineering costs.)

Salem, Oregon, August 29, 1966

Type Code 6201
Roadway (Sta. LS 403 50 to Sta. LS 513 33) (Contract 6454)

Previous subtotal on estimate of Jan. 28, 1966		$ 2,525,969.50
Previous Estimate 10% Engr. & Cont.		252,596.50
Revised Estimate Engr. & Cont.		152,596.50
	Net Decrease	$ 100,000.00
	Total	$ 2,678,566.00

Type Code X631
Wall Creek R.R. U'xing (Sta. LS 439 85.81)(Contract 6454)

Previous subtotal on estimate of Jan. 28, 1966		$ 452,094.00
Previous Estimate 10% Engr. & Cont.		45,209.00
Revised Estimate Engr. & Cont.		36,709.00
	Net Decrease	$ 8,500.00
	Total	$ 488,803.00

Length of Roadway - - - - - - - - -2.083 Miles
Length of Structure - - - - - - - -0.000 Miles
Total Length- - - - - - - - - - -2.083 Miles
Cost Per Mile - - - - - - - - - -$1,285,917.42

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,678,566.00	$2,470,700.00	$ 07,866.00
Structure	488,803.00	450,800.00	38,003.00
	$3,167,369.00	$2,921,500.00	$245,869.00

State Funds for Const.: Chap. 175, Laws 1917, Chap. 31, Laws 1920, Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

Monthly transaction number 2-88	F PR-2A U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS (B 7) **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	te Oregon County Jackson
Project report number 12		Project number I-5-1(55)06

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 21, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 3,275,869

Revised Federal funds $ 3,021,500.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9th day of February, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Klabe

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XXX~~ A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

Federal-Aid
Project No. I-5-1(55)06

Oregon State Highway Department

WALL CREEK-SISKIYOU STATION SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Revised estimate as a basis for modification of project agreement to eliminate work retained in P.S. & E. and include extraordinary maintenance by U.P.R.R. Co.)

Salem, Oregon, January 28, 1966

Type Code 6201
Roadway (Sta. LS 403+50 to Sta. LS 513+33)(Contract 6454)

Clearing and Grubbing	All	Required		$ 175,000.00
Drainage Excavation, Unclass.	11,200	cu.yd.	$ 3.00	33,600.00
Embankment Foundation Excav., Unclassified	41,000	cu.yd.	1.20	49,200.00
General Excavation, Unclass.	1,750,000	cu.yd.	0.75	1,312,500.00
Short Overhaul	7,277,000	yd.sta.	0.01	72,770.00
Long Overhaul	133,300	C-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Loose Riprap	90	cu.yd.	10.00	900.00
Seeding	50	acre	190.00	9,500.00
Mulching	28	acre	460.00	12,880.00
Grass Seed, Creeping Red Fescue	500	lb.	1.00	500.00
Grass Seed, Chewings Fescue	350	lb.	1.00	350.00
Grass Seed, Perennial Ryegrass	150	lb.	0.25	37.50
Grass Seed, Newport Bluegrass	250	lb.	1.15	287.50
Dutch White Clover	250	lb.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200	cwt.	6.00	1,200.00
12-inch Culvert Pipe	670	lin.ft.	3.40	2,278.00
18-inch Culvert Pipe	1,220	lin.ft.	5.40	6,588.00
24-inch Culvert Pipe	70	lin.ft.	7.00	490.00
12-inch Metal Culvert Pipe	30	lin.ft.	4.00	120.00
18-inch Metal Culvert Pipe	1,480	lin.ft.	5.25	7,770.00
24-inch Metal Culvert Pipe	320	lin.ft.	7.00	2,240.00
48-inch Metal Culvert Pipe	1,380	lin.ft.	22.00	30,360.00
12-inch Culvert End Sections	4	only	25.00	100.00
18-inch Culvert End Sections	4	only	35.00	140.00
24-inch Culvert End Sections	2	only	65.00	130.00
48-inch Culvert End Sections	1	only	250.00	250.00
18-inch Pipe Diaphragms	18	only	80.00	1,440.00
24-inch Pipe Diaphragms	4	only	130.00	520.00
48-inch Pipe Diaphragms	8	only	220.00	1,760.00
6-inch Metal Drain Pipe	40	lin.ft.	2.00	80.00
8-inch Metal Drain Pipe	850	lin.ft.	2.75	2,337.50
6-inch Perforated Drain Pipe	540	lin.ft.	2.40	1,296.00
6-inch Perforated Metal Drain Pipe	150	lin.ft.	2.40	360.00
8-inch Perforated Metal Drain Pipe	9,600	lin.ft.	3.00	28,800.00
12-inch Perforated Metal Drain Pipe	2,150	lin.ft.	4.00	8,600.00
18-inch Perforated Metal Drain Pipe	930	lin.ft.	5.50	5,115.00

Special Backfill in Drains	2,340 cu.yd.	$ 8.00	$ 18,720.00
Corrugated Metal Catch Inlets	4 only	90.00	360.00
Concrete Inlets, Type D	14 only	200.00	2,800.00
Concrete Inlets, Type G-1	10 only	200.00	2,000.00
Special Concrete Inlets	1 only	300.00	300.00
Adjust and Cap Inlets	1 only	300.00	300.00
Class "A" Concrete in Miscellaneous Structures	90 cu.yd.	150.00	13,500.00
Metal Reinforcement in Miscellaneous Structures	4,700 lb.	0.20	940.00
Reinforced Ditch Lining	140 sq.yd.	12.50	1,750.00
Metal Guard Rail	28,700 lin.ft.	2.45	70,315.00
Metal Median Barrier	1,400 lin.ft.	3.65	5,110.00
Type 2 Barricade	400 lin.ft.	4.00	1,600.00
Rail End Pieces	12 only	6.00	72.00
Guard Rail Blocks	200 only	3.50	700.00
Portable Barricades	4 only	100.00	400.00
Guide Posts, W-1	120 only	7.00	840.00
Type 2 Fence	1,280 rod	7.00	8,960.00
20' x 48" Metal Gates	1 only	150.00	150.00
Coarse Crushed Material in Base	83,800 ton	2.25	188,550.00
3/4" - 0 Material in Base	6,400 ton	2.35	15,040.00
Detour Wearing Surface	3,400 sq.yd.	2.50	8,500.00
Sprinkling	4,600 M-gal.	2.50	11,500.00
Plant-Mix Bituminous Base	11,400 ton	4.80	54,720.00
Asphalt in Bituminous Base	490 ton	36.00	17,640.00
Asphaltic Concrete Mixture	17,500 ton	5.00	87,500.00
Asphalt in Mixture	960 ton	36.00	34,560.00
Asphaltic Concrete Curbs	2,500 lin.ft.	1.00	2,500.00
Wood Sign Posts	All Required		1,000.00
Type "C" and "D" Signs	314 sq.ft.	4.50	1,413.00
			$2,386,709.50
Flagging (57½% of Contractor's Cost)	All Required		$ 18,000.00
Signing (Temporary)	All Required		300.00
Slide Correction	All Required		100,000.00
Horizontal Drains	All Required		20,000.00
Remove Concrete End Piece and Adj. Median Barrier (Sta. 403)	All Required		300.00
			$ 138,600.00
__Utility__			
Work by Pacific N.W. Bell	All Required		$ 660.00
	Subtotal		$2,525,969.50
	10% Engr. & Cont.		252,596.50
	Total		$2,778,566.00

Type Code X631
Wall Creek R.R. U'xing (Sta. LS 439+85.81) (Contract 6454)

Shoring, Cribbing, etc.	All Required		$ 40,000.00
Structural Excavation	3,100 cu.yd.	$ 10.00	31,000.00
Structural Excavation Below Elevation Shown	100 cu.yd.	25.00	2,500.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.00	10,340.00
Drive Steel Piles	77 only	60.00	4,620.00
Splice Steel Piles	18 only	30.00	540.00
Class "A" Concrete (U'xing) (776 cu.yds.)	All Required		57,000.00
Class "A" Concrete (Extension Walls)	145 cu.yd.	75.00	10,875.00
Metal Reinforcement (U'xing) (76,300 lbs.)	All Required		10,000.00
Metal Reinforcement (Extension Walls)	10,000 lb.	0.20	2,000.00
Structural Steel (Carbon 458,700 Lbs.) (Low Alloy 288,000 Lbs.)	All Required		205,000.00
Ballast Trough Waterproofing	575 sq.yd.	18.00	10,350.00
4-inch Standard Steel Pipe	15 lin.ft.	20.00	300.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Required		12,000.00
			$ 396,975.00

Work by S.P. Company

Extraordinary Maintenance	All Required	$ 3,085.00
Railroad Construction	All Required	19,034.00
Protective Services by R.R.	All Required	33,000.00
		$ 55,119.00
	Subtotal	$ 452,094.00
	10% Engr. & Cont.	45,209.00
	Total	$ 497,303.00

Length of Roadway - - - - - -	2.083 Miles
Length of 1 Structure - - - -	0.000 Mile
Total Length- - - - - - - - -	2.083 Miles
Cost of Roadway Per Mile- - -	$1,333,925.10

SUMMARY OF FUNDS

Description	Total Cost	Fed. Funds	State Funds
Roadway	$2,778,566	$2,563,000	$215,566
Structure	497,303	458,500	38,803
	$3,275,869	$3,021,500	$254,369

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

Estimated cost of work by Southern Pacific Company.

Protective Services for Contractor.

Flagging Crew

1 Foreman	$23.72 per shift
2 Laborers	$22.39 each per shift
Roundtrip Travel	$17.13 per shift

Total cost of crew per shift - - - - - $85.63

Watchman

1 Section Foreman	$21.92
Roundtrip Travel	$ 5.48

Total cost per shift - - - - - - - - - - $27.40

Flagging	2 shifts per day for 80 days	= 160x$85.63 =	$13,700.00
Watchman	2 shifts per day for 241 days	= 482x$27.40 =	13,207.00
		Subtotal	$26,907.00
		Health, Welfare, etc., 27½%	7,393.00
			$33,300.00
		Use	$33,000.00

Railroad Work

Track Work -	$14,575.00
Communication Work -	275.00
Signal Work- -	2,600.00
Move Gang and Travel Time- - - - - - - - - - - - - - - - -	200.00
Equipment Rental -	120.00
Culvert Work -	200.00
Freight -	100.00
Material Handling Charge - - - - - - - - - - - - - - - - -	185.00
Vacation Allowance -	336.00
Holiday Pay- -	128.00
Health & Welfare -	343.00
R.R. Ret. & Unemp. Tax - - - - - - - - - - - - - - - - - -	755.00
PD, PL, & WC Ins. -	269.00
Accounting and Billing - - - - - - - - - - - - - - - - - -	1,004.00
Contingencies -	2,008.00
Salvage Credit -	-4,055.00 Cr.
	$19,034.00

SISKIYOU, JACKSON COUNTY, STATE OF OREGON
WALL CREEK UNDERPASS PROJECT
STATE HIGHWAY PROJECT NO. I-5-1(55)06

Estimate of Railroad Maintenance

Normal Annual Maintenance	Labor	Material	Total
1,318 Track Feet Main Track	$ 659	$	$
Vacation Allowance	35		
Holiday Pay	13		
Health & Welfare	36		
RR Ret. & Unemp. Tax	78		
PD, PL & WC Ins.	28		
Accounting & Billing	42		
Contingencies	89		
Total Estimated Normal Maintenance	980		980
Maintenance Expense in Excess of Normal Annual Maintenance			
Ditcher and Operators	144	60	
Work Train Expense	440		
Track Forces	720		
Crushed Rock Ballast	30	400	
Rental of Equipment		498	
Vacation Allowance	70		
Holiday Pay	27		
Health & Welfare	72		
RR Ret. & Unemp. Tax	157		
PD, PL & W.C. Ins.	56		
Accounting & Billing	85	48	
Contingencies	179	99	
Total Estimated Excess Maintenance	$ 1,980	$ 1,105	$ 3,085
Estimated Total Maintenance			$ 4,065

San Francisco, California
September 17, 1964

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

(Continued)

Estimated cost of work by Pacific Northwest Bell.

Labor	$241.00
Material	265.00
Equipment	37.00
Overhead, etc.	217.00
	$760.00

State Share 86.8% of $760.00 - - - - - - - - - - - - - - = $660.00 Lump Sum

MONTHLY TRANSACTION NO. RECEIVED AUG 7 1964	FO 'R-2 (RE 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS STATE COPY **FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	STATE Oregon
PROJECT REPORT NO. FOR FILING 5		COUNTY Jackson
		PROJECT NO. I-5-1(55)06

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 4 Mi. to 6 Mi. South of S. Ashland Jc.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	2.083
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 3,214,512.00	$ 2,957,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)
By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. M. Parsons
(Division Engineer)
By: L. R. Backlund
L. R. Backlund, Administrative Manager
Date executed by Division Engineer July 21, 1964

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(55)06

[illegible] - [illegible] OF

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1964

Type Code 6201
Roadway (Sta. LS 403+50 to Sta. LS 573+33)(Contract [illegible])

Clearing and Grubbing	All	Required		$ 175,000.00
Drainage Excavation, Unclassified	11,200	cu.yds.	$ 3.00	33,600.00
Embankment Foundation Excavation, Unclassified	41,000	cu.yds.	1.20	49,200.00
General Excavation, Unclassified	1,750,000	cu.yds.	0.75	1,312,500.00
Short Overhaul	7,277,000	yd.sta.	0.01	72,770.00
Long Overhaul	133,300	c-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Loose Riprap	90	cu.yds.	10.00	900.00
Seeding	50	acres	190.00	9,500.00
Mulching	28	acres	460.00	12,880.00
Grass Seed, Creeping Red Fescue	500	lbs.	1.00	500.00
Grass Seed, Chewings Fescue	350	lbs.	1.00	350.00
Grass Seed, Perennial Ryegrass	150	lbs.	0.25	37.50
Grass Seed, Newport Bluegrass	250	lbs.	1.15	287.50
Dutch White Clover	250	lbs.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200	CWT	6.00	1,200.00
12-inch Culvert Pipe	670	lin.ft.	3.40	2,278.00
18-inch Culvert Pipe	1220 ~~1,200~~	lin.ft.	5.40	6,588.00
24-inch Culvert Pipe	70	lin.ft.	7.00	490.00
12-inch Metal Culvert Pipe	30	lin. ft.	4.00	120.00
18-inch Metal Culvert Pipe	1,480	lin.ft.	5.25	7,770.00
24-inch Metal Culvert Pipe	320	lin.ft.	7.00	2,240.00
48-inch Metal Culvert Pipe	1,380	lin.ft.	22.00	30,360.00
12-inch Culvert End Sections	4	only	25.00	100.00
18-inch Culvert End Sections	4	only	35.00	140.00
24-inch Culvert End Sections	2	only	65.00	130.00
48-inch Culvert End Sections	1	only	250.00	250.00
18-inch Pipe Diaphragms	18	only	80.00	1440.00
24-inch Pipe Diaphragms	4	only	130.00	520.00
48-inch Pipe Diaphragms	8	only	220.00	1,760.00
6-inch Metal Drain Pipe	40	lin.ft.	2.00	80.00
8-inch Metal Drain Pipe	850	lin.ft.	2.75	2,337.50
6-inch Perforated Drain Pipe	540	lin.ft.	2.40	1,296.00
6-inch Perforated Metal Drain Pipe	150	lin.ft.	2.40	360.00
8-inch Perforated Metal Drain Pipe	9,600	lin.ft.	3.00	28,800.00
12-inch Perforated Metal Drain Pipe	2,150	lin.ft.	4.00	8,600.00

10-inch Perforated Metal Drain Pipe	930 lin.ft.	5.50	5,115.00
Special Backfill in Drains	2,340 cu.yds.	8.00	18,720.00
Corrugated Metal Catch Inlets	4 only	90.00	360.00
Concrete Inlets, Type D	14 only	200.00	2,800.00
Concrete Inlets, Type G-1	10 only	200.00	2,000.00
Special Concrete Inlets	1 only	300.00	300.00
Adjust and Cap Inlets	1 only	300.00	300.00
Class "A" Concrete in Miscellaneous Structures	90 cu.yds.	150.00	13,500.00
Metal Reinforcements in Miscellaneous Structures	4,700 lbs.	0.20	940.00
Reinforced Ditch Lining	140 sq.yds.	12.50	1,750.00
Metal Guard Rail	28,700 lin.ft.	2.45	70,315.00
Metal Median Barrier	1,400 lin.ft.	3.65	5,110.00
Type 2 Barricade	400 lin.ft.	4.00	1,600.00
Rail End Pieces	12 only	6.00	72.00
Guard Rail Blocks	200 only	3.50	700.00
Portable Barricades	4 only	100.00	400.00
Guide Posts, W-1	120 only	7.00	840.00
Type 2 Fence	1280 Rods	7.00	8,960.00
20' x 48" Metal Gates	1 only	150.00	150.00
Coarse Crushed Material in Base	83,800 tons	2.25	188,550.00
3/4"-0 Material in Base	6,400 tons	2.35	15,040.00
Detour Wearing Surface	3,400 sq.yds.	2.50	8,500.00
Sprinkling	4,600 m-gals.	2.50	11,500.00
Plant Mix Bituminous Base	11,400 tons	4.80	54,720.00
Asphalt in Bituminous Base	490 tons	36.00	17,640.00
Asphaltic Concrete Mixture	17,500 tons	5.00	87,500.00
Asphalt in Mixture	960 tons	36.00	34,560.00
Asphaltic Concrete Curbs	2,500 lin.ft.	1.00	2,500.00
Wood Sign Posts	All Required		1,000.00
Type "C" and "D" Signs	314 sq.ft.	4.50	1,413.00
		$	2,386,709.50
Flagging (57½% of Contractor's Cost)	All Required		18,000.00
Signing (Temporary)	All Required		300.00
Slide Correction	All Required		100,000.00
Horizontal Drains	All Required		20,000.00
Remove Concrete End Piece and Adj. Median Barrier (Sta. 403)	All Required		300.00
			138,600.00
	Subtotal	$	2,525,309.50
	10% Engr. & Cont.		252,530.50
	Total	$	2,777,840.00

Type Code X631
[illegible] R.R. U'Xing (Sta. L 479+55.21)(Contract [illegible])

Shoring, Cribbing, Etc.	All Required		$ 40,000.00
Structural Excavation	3,100 cu.yds.	$ 10.00	31,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	25.00	2,500.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.00	10,340.00
Drive Steel Piles	77 only	60.00	4,620.00
Splice Steel Piles	18 only	30.00	540.00
Class "A" Concrete (U'Xing) (776 cu.yds.)	All Required		57,000.00
Class "A" Concrete (Extension Walls)	145 cu.yds.	75.00	10,875.00
Metal Reinforcement (U'Xing) (76,300 lbs.)	All Required		10,000.00
Metal Reinforcement (Extension Walls)	10,000 lbs.	0.20	2,000.00
Structural Steel (carbon 458,700 lbs; Low Alloy 206,000 lbs.)	10,000 lbs.		205,000.00
Ballast Trough Waterproofing	575 sq.yds.	18.00	10,350.00
4-inch Standard Steel Pipe	15 lin.ft.	20.00	300.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Required		12,000.00
			$ 396,975.00
	Subtotal		$ 396,975.00
	10% of Engr. & Cont.		39,697.00
			$ 436,672.00

Length of Roading . . . . 2.078 miles
Length of Structure . . . . 0.000 miles
Total Length. . . . . 2.078 miles
Cost of Roading Per Mile. . . . . $ 1,337,009.12

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,777,840.00	$2,555,500.00	$222,340.00
Structure	436,672.00	401,500.00	35,172.00
	$3,214,512.00	$2,957,000.00	$257,512.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds For Maint: Chap. 529, laws 1939.

Work Retained in F.S. & M. Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific N. W. Bell	$ 3,300.00	$ 3,000.00	$ 300.00
Work by Pacific Power & Light Co.	3,850.00	3,500.00	350.00
Work by S.P. Company	57,237.00	52,500.00	4,737.00
	$ 64,387.00	$ 59,000.00	$ 5,387.00

[illegible] - [illegible] SUMMIT SECTION

[illegible] NO. I-5-1(55)06

Estimated cost of work by Southern Pacific Company.

PROTECTIVE SERVICES FOR CONTRACTOR

Flagging Crew

1 Foreman	$	23.72 per shift
2 Laborers		22.39 each per shift
Round-trip Travel		17.13 per shift
Total Cost of Crew per Shift	$	85.63

Watchman

1 Section Foreman	$	21.92
Round-trip Travel		5.48
Total Cost per Shift	$	27.40

Flagging 2 shifts per day for 80 days = 160 x $85.63 =	$13,700.00
Watchman 2 shifts per day for 241 days= 482 x $27.40 =	13,207.00
Subtotal	$26,907.00
Health, Welfare, etc. 27½%	7,393.00
	$33,300.00
USE	$33,000.00

Railroad Work

Track Work	$	14,575.00
Communication Work		275.00
Signal Work		2,600.00
Move Gang and Travel Time		200.00
Equipment Rental		120.00
Culvert Work		200.00
Freight		100.00
Material Handling Charge		185.00
Vacation Allowance		336.00
Holiday Pay		128.00

Health and Welfare	343.00	
R.R. Ret. and Unemp. Tax	755.00	
PD, PL, and WC Ins.	269.00	
Accounting and Billing	1,004.00	
Contingencies	2,008.00	
Salvage Credit	- 4,005.00	Credit
	$ 19,043.00	

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(55)06

WALL CREEK-SISKIYOU STATION SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specification. Not as a basis for project agreement.)

Salem, Oregon, June 19, 1964

Type Code 6201
Roadway (Sta. LS 403+50 to Sta. LS 513+33)

Clearing and Grubbing	All	Req.		$ 75,000.00
Drainage Excavation, Unclassified	11,200	cu.yd.	$ 3.50	39,200.00
Embankment Foundation Excavation, Unclass.	41,000	cu.yd.	0.85	34,850.00
General Excavation, Unclassified	1,750,000	cu.yd.	1.10	1,925,000.00
Short Overhaul	7,277,000	yd.sta.	0.01	72,770.00
Long Overhaul	133,300	C-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All	Req.		3,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Loose Riprap	90	cu.yd.	2.50	225.00
Seeding	50	acre	150.00	7,500.00
Mulching	28	acre	200.00	5,600.00
Grass Seed, Creeping Red Fescue	500	lb.	0.60	300.00
Grass Seed, Chewings Fescue	350	lb.	0.60	210.00
Grass Seed, Perennial Ryegrass	150	lb.	0.30	45.00
Grass Seed, Newport Bluegrass	250	lb.	1.00	250.00
Dutch White Clover	250	lb.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200	cwt.	6.00	1,200.00
12-inch Culvert Pipe	670	lin.ft.	3.75	2,512.50
18-inch Culvert Pipe	1,220	lin.ft.	5.00	6,100.00
24-inch Culvert Pipe	70	lin.ft.	8.00	560.00
12-inch Metal Culvert Pipe	30	lin.ft.	3.75	112.50
18-inch Metal Culvert Pipe	1,480	lin.ft.	5.00	7,400.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.00	2,560.00
48-inch Metal Culvert Pipe	1,380	lin.ft.	25.00	34,500.00
12-inch Culvert End Sections	4	only	30.00	120.00
18-inch Culvert End Sections	4	only	40.00	160.00
24-inch Culvert End Sections	2	only	55.00	110.00
48-inch Culvert End Sections	1	only	250.00	250.00
18-inch Pipe Diaphragms	18	only	125.00	2,250.00
24-inch Pipe Diaphragms	4	only	150.00	600.00
48-inch Pipe Diaphragms	8	only	250.00	2,000.00
6-inch Metal Drain Pipe	40	lin.ft.	2.25	90.00
8-inch Metal Drain Pipe	850	lin.ft.	2.50	2,125.00
6-inch Perforated Drain Pipe	540	lin.ft.	2.00	1,080.00
6-inch Perforated Metal Drain Pipe	150	lin.ft.	2.00	300.00
8-inch Perforated Metal Drain Pipe	9,600	lin.ft.	2.50	24,000.00

12-inch Perforated Metal Drain Pipe	2,150	lin.ft.	$ 3.75	$ 8,062.50
18-inch Perforated Metal Drain Pipe	930	lin.ft.	5.75	5,347.50
Special Backfill in Drains	2,340	cu.yd.	7.00	16,380.00
Corrugated Metal Catch Inlets	4	only	100.00	400.00
Concrete Inlets, Type D	14	only	125.00	1,750.00
Concrete Inlets, Type G-1	10	only	125.00	1,250.00
Special Concrete Inlets	1	only	150.00	150.00
Adjust and Cap Inlets	1	only	75.00	75.00
Class "A" Concrete in Miscellaneous Structures	90	cu.yd.	85.00	7,650.00
Metal Reinforcement in Miscellaneous Structures	4,700	lb.	0.16	752.00
Reinforced Ditch Lining	140	sq.yd.	8.50	1,190.00
Metal Guard Rail	28,700	lin.ft.	2.50	71,750.00
Metal Median Barrier	1,400	lin.ft.	3.75	5,250.00
Type 2 Barricade	400	lin.ft.	4.50	1,800.00
Rail End Pieces	12	only	5.00	60.00
Guard Rail Blocks	200	only	1.75	350.00
Portable Barricades	4	only	75.00	300.00
Guide Posts, W-1	120	only	7.50	900.00
Type 2 Fence	1,280	rod	8.50	10,880.00
20' x 48" Metal Gates	1	only	125.00	125.00
Coarse Crushed Material in Base	83,800	ton	1.85	155,030.00
3/4" - 0 Material in Base	6,400	ton	1.95	12,480.00
Detour Wearing Surface	3,400	sq.yd.	1.75	5,950.00
Sprinkling	4,600	M-gal.	3.00	13,800.00
Plant-Mix Bituminous Base	11,400	ton	4.00	45,600.00
Asphalt in Bituminous Base	490	ton	44.00	21,560.00
Asphaltic Concrete Mixture	17,500	ton	4.25	74,375.00
Asphalt in Mixture	960	ton	44.00	42,240.00
Asphaltic Concrete Curbs	2,500	lin.ft.	1.00	2,500.00
Wood Sign Posts	All	Required		570.00
Type "C" and "D" Signs	314	sq.ft.	3.65	1,146.10
				$2,817,123.10
Flagging (57½% of Contractor's Cost)	All	Required		$ 18,000.00
Signing (Temporary)	All	Required		300.00
Slide Correction	All	Required		100,000.00
Horizontal Drains	All	Required		20,000.00
Remove Concrete End Piece and Adj. Median Barrier (Sta. 403)	All	Required		300.00
				$ 138,600.00
Utilities				
Work by Pacific N.W. Bell	All	Required		$ 3,000.00
Work by Pacific Power & Light Co.	All	Required		3,500.00
				$ 6,500.00
	Subtotal			$2,962,223.10
	10% Engr. & Cont.			296,221.90
		Total		$3,258,445.00

Type Code X631
Wall Creek R.R. U'xing (Sta. LS 439+85.81)

Shoring, Cribbing, etc.	All Required		$ 15,000.00
Structural Excavation	3,100 cu.yd.	$ 7.00	21,700.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.50	11,632.50
Drive Steel Piles	77 only	65.00	5,005.00
Splice Steel Piles	18 only	40.00	720.00
Class "A" Concrete (U'xing) (776 cu.yd. $85.00)	All Required		65,960.00
Class "A" Concrete (Extension Walls) (145 cu.yd. $75.00)	All Required		10,875.00
Metal Reinforcement (U'xing) (76,300 lb. $0.13)	All Required		9,919.00
Metal Reinforcement (Extension Walls) (10,000 lb. $0.13)	All Required		1,300.00
Structural Steel (Carbon 458,700 lb. $0.24) (Low Alloy 288,000 lb. $0.22)	All Required		173,448.00
Ballast Trough Waterproofing	575 sq.yd.	6.00	3,450.00
4-inch Standard Steel Pipe	15 lin.ft.	10.00	150.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Required		10,000.00
			$ 330,609.50

Work by S.P. Company		
Railroad Construction	All Required	$ 19,034.00
Protective Services by R.R.	All Required	33,000.00
		$ 52,034.00

Subtotal	$ 382,643.50
10% Engr. & Cont.	38,263.50
Total	$ 420,907.00

Length of Roadway - - - - - 2.083 Miles
Length of 1 Structure - - - 0.000 Mile
Total Length- - - - - - - - 2.083 Miles
Cost of Roadway Per Mile- - $1,564,303.88

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,258,445.00	$2,997,000.00	$261,445.00
Structure	420,907.00	387,000.00	33,907.00
	$3,679,352.00	$3,384,000.00	$295,352.00

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

Estimated cost of work by Southern Pacific Company.

Protective Services for Contractor

Flagging Crew

1 Foreman	$23.72 per shift
2 Laborers	$22.39 each per shift
Round-Trip Travel	$17.13 per shift
Total cost of crew per shift	$85.63

Watchman

1 Section Foreman	$21.92
Round-Trip Travel	$ 5.48
Total cost per shift	$27.40

Flagging 2 shifts per day for 80 days = 160 x 85.63 = $13,700.00
Watchman 2 shifts per day for 241 days = 482 x 27.40 = 13,207.00

Subtotal	$26,907.00
Health, Welfare, etc. 27½%	7,393.00
	$33,300.00
Use	$33,000.00

Railroad Work

Track Work	$14,575.00
Communication Work	275.00
Signal Work	2,600.00
Move Gang and Travel Time	200.00
Equipment Rental	120.00
Culvert Work	200.00
Freight	100.00
Material Handling Charge	185.00
Vacation Allowance	336.00
Holiday Pay	128.00
Health & Welfare	343.00
R.R. Ret. & Unemp. Tax	755.00

Railroad Work - contd.

PD, PL, & WC Ins.	$ 269.00	
Accounting and Billing	1,004.00	
Contingencies	2,008.00	
Salvage Credit	-4,055.00	Credit
	$19,043.00	

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(55)06

WALL CREEK-SISKIYOU STATION SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 9, 1964

Type Code 6201
Roadway (Sta. LS 403+50 to Sta. LS 513+33)

Clearing and Grubbing	All	Req.		$ 75,000.00
Drainage Excavation, Unclass.	11,200	cu.yd.	$ 3.50	39,200.00
Embankment Foundation Excavation, Unclass.	41,000	cu.yd.	0.85	34,850.00
General Excavation, Unclass.	1,750,000	cu.yd.	1.10	1,925,000.00
Short Overhaul	7,277,000	yd.sta.	0.01	72,770.00
Long Overhaul	133,300	C-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All	Req.		3,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Loose Riprap	90	cu.yd.	2.50	225.00
Seeding	50	acre	150.00	7,500.00
Mulching	28	acre	200.00	5,600.00
Grass Seed, Creeping Red Fescue	500	lb.	0.60	300.00
Grass Seed, Chewings Fescue	350	lb.	0.60	210.00
Grass Seed, Perennial Ryegrass	150	lb.	0.30	45.00
Grass Seed, Newport Bluegrass	250	lb.	1.00	250.00
Dutch White Clover	250	lb.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200	cwt.	6.00	1,200.00
12-inch Culvert Pipe	670	lin.ft.	3.75	2,512.50
18-inch Culvert Pipe	1,220	lin.ft.	5.00	6,100.00
24-inch Culvert Pipe	70	lin.ft.	8.00	560.00
12-inch Metal Culvert Pipe	30	lin.ft.	3.75	112.50
18-inch Metal Culvert Pipe	1,480	lin.ft.	5.00	7,400.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.00	2,560.00
48-inch Metal Culvert Pipe	1,380	lin.ft.	25.00	34,500.00
12-inch Culvert End Sections	4	only	30.00	120.00
18-inch Culvert End Sections	4	only	40.00	160.00
24-inch Culvert End Sections	2	only	55.00	110.00
48-inch Culvert End Sections	1	only	250.00	250.00
18-inch Pipe Diaphragms	18	only	125.00	2,250.00
24-inch Pipe Diaphragms	4	only	150.00	600.00
48-inch Pipe Diaphragms	8	only	250.00	2,000.00
6-inch Metal Drain Pipe	40	lin.ft.	2.25	90.00
8-inch Metal Drain Pipe	850	lin.ft.	2.50	2,125.00
6-inch Perforated Drain Pipe	540	lin.ft.	2.00	1,080.00
6-inch Perforated Metal Drain Pipe	150	lin.ft.	2.00	300.00
8-inch Perforated Metal Drain Pipe	9,600	lin.ft.	2.50	24,000.00
12-inch Perforated Metal Drain Pipe	2,150	lin.ft.	3.75	8,062.50
18-inch Perforated Metal Drain Pipe	930	lin.ft.	5.75	5,347.50
Special Backfill in Drains	2,340	cu.yd.	7.00	16,380.00

Corrugated Metal Catch Inlets	4	only	$100.00	$ 400.00
Concrete Inlets, Type D	14	only	125.00	1,750.00
Concrete Inlets, Type G-1	10	only	125.00	1,250.00
Special Concrete Inlets	1	only	150.00	150.00
Adjust and Cap Inlets	1	only	75.00	75.00
Class "A" Concrete in Miscellaneous Structures	90	cu.yd.	85.00	7,650.00
Metal Reinforcement in Miscellaneous Structures	4,700	lb.	0.16	752.00
Reinforced Ditch Lining	140	sq.yd.	8.50	1,190.00
Metal Guard Rail	28,700	lin.ft.	2.50	71,750.00
Metal Median Barrier	1,400	lin.ft.	3.75	5,250.00
Type 2 Barricade	400	lin.ft.	4.50	1,800.00
Rail End Pieces	12	only	5.00	60.00
Guard Rail Blocks	200	only	1.75	350.00
Portable Barricades	4	only	75.00	300.00
Guide Posts, W-1	120	only	7.50	900.00
Type 2 Fence	1,280	rod	8.50	10,880.00
20' x 48" Metal Gates	1	only	125.00	125.00
Coarse Crushed Material in Base	83,800	ton	1.85	155,030.00
3/4" - 0 Material in Base	6,400	ton	1.95	12,480.00
Detour Wearing Surface	3,400	sq.yd.	1.75	5,950.00
Sprinkling	4,600	M-gal.	3.00	13,800.00
Plant-Mix Bituminous Base	11,400	ton	4.00	45,600.00
Asphalt in Bituminous Base	490	ton	44.00	21,560.00
Asphaltic Concrete Mixture	17,500	ton	4.25	74,375.00
Asphalt in Mixture	960	ton	44.00	42,240.00
Asphaltic Concrete Curbs	2,500	lin.ft.	1.00	2,500.00
Wood Sign Posts	All	Req.		570.00
Type "C" and "D" Signs	314	sq.ft.	3.65	1,146.10
				$2,817,123.10
Flagging (57½% of Contractor's Cost)	All	Req.		$ 18,000.00
Signing (Temporary)	All	Req.		300.00
Slide Correction	All	Req.		100,000.00
Horizontal Drains	All	Req.		20,000.00
Remove Concrete End Piece and Adj. Median Barrier (Sta. 403)	All	Req.		300.00
				$ 138,600.00
Utilities				
Work by Pacific N.W. Bell	All	Req.		$ 3,000.00
Work by Pacific Power & Light Co.	All	Req.		3,500.00
				$ 6,500.00
	Subtotal			$2,962,223.10
	10% Engr. & Cont.			296,221.90
		Total		$3,258,445.00

Type Code X631
Wall Creek R.R. U'xing (Sta. LS 439+85.81)

Shoring, Cribbing, etc.	All	Req.		$ 15,000.00
Structural Excavation	2,500	cu.yd.	$ 7.00	17,500.00

Structural Excavation Below Elevation Shown	100 cu.yd.	$ 10.00	$ 1,000.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.50	11,632.50
Drive Steel Piles	77 only	65.00	5,005.00
Splice Steel Piles	18 only	40.00	720.00
Class "A" Concrete (U'xing) (773 cu.yd. $85.00)	All Req.		65,705.00
Class "A" Concrete (Extension Walls) (142 cu.yd. $75.00)	All Req.		10,650.00
Metal Reinforcement (U'xing) (75,600 lb. $0.13)	All Req.		9,828.00
Metal Reinforcement (Extension Walls) (12,800 lb. $0.13)	All Req.		1,664.00
Structural Steel (Carbon 375,600 lb. $0.24) (Low Alloy 336,800 lb. $0.22)	All Req.		163,464.00
Ballast Trough Waterproofing	575 sq.yd.	6.00	3,450.00
4-inch Standard Steel Pipe	15 lin.ft.	10.00	150.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Req.		10,000.00
			$ 316,218.50
Work by S.P. Company			
Railroad Construction	All Req.		$ 32,000.00
Protective Services by R.R.	All Req.		33,000.00
			$ 65,000.00
	Subtotal		$ 381,218.50
	10% Engr. & Cont.		38,121.50
	Total		$ 419,340.00

Length of Roadway - - - - - - 2.083 Miles
Length of 1 Structure - - - - 0.000 Mile
Total Length- - - - - - - - - 2.083 Miles
Cost of Roadway Per Mile - - $1,564,303.88

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,258,445.00	$2,997,000.00	$261,445.00
Structure	419,340.00	385,000.00	34,340.00
	$3,677,785.00	$3,382,000.00	$295,785.00

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

Estimated cost of work by Southern Pacific Company.

Protective Services for Contractor

Flagging Crew

1 Foreman	$23.72 per shift
2 Laborers	22.39 each per shift
Round-Trip Travel	17.13 per shift
Total cost of crew per shift	$85.63

Watchman

1 Section Foreman	$21.92
Round-Trip Travel	5.48
Total cost per shift	$27.40

Flagging 2 shifts per day for 80 days = 160 x 85.63 = $13,700.00
Watchman 2 shifts per day for 241 days = 482 x 27.40 = 13,207.00

Subtotal	$26,907.00
Health, Welfare, etc., 27½%	7,393.00
	$33,300.00
USE	$33,000.00

Railroad Work

Estimated cost	$32,000.00

(This cost will be broken down upon receipt of Railroad estimate)

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(55)06

WALL CREEK-SISKIYOU STATION SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 2, 1964

Type Code 6201
Roadway (Sta. LS 403+50 to Sta. LS 513+33)

Clearing and Grubbing	All Required		$ 75,000.00
Drainage Excavation, Unclassified	11,200 cu.yd.	$ 3.50	39,200.00
Embankment Foundation Excavation, Unclassified	41,000 cu.yd.	0.85	34,850.00
General Excavation, Unclassified	1,750,000 cu.yd.	1.10	1,925,000.00
Short Overhaul	7,277,000 yd.sta.	0.01	72,770.00
Long Overhaul	133,300 C-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All Required		3,000.00
Rounding Cutbanks	9,500 lin.ft.	0.20	1,900.00
Loose Riprap	90 cu.yd.	2.50	225.00
Seeding	50 acre	150.00	7,500.00
Mulching	28 acre	200.00	5,600.00
Grass Seed, Creeping Red Fescue	500 lb.	0.60	300.00
Grass Seed, Chewings Fescue	350 lb.	0.60	210.00
Grass Seed, Perennial Ryegrass	150 lb.	0.30	45.00
Grass Seed, Newport Bluegrass	250 lb.	1.00	250.00
Dutch White Clover	250 lb.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200 cwt.	6.00	1,200.00
12-inch Culvert Pipe	670 lin.ft.	3.75	2,512.50
18-inch Culvert Pipe	1,220 lin.ft.	5.00	6,100.00
24-inch Culvert Pipe	70 lin.ft.	8.00	560.00
12-inch Metal Culvert Pipe	30 lin.ft.	3.75	112.50
18-inch Metal Culvert Pipe	1,480 lin.ft.	5.00	7,400.00
24-inch Metal Culvert Pipe	320 lin.ft.	8.00	2,560.00
48-inch Metal Culvert Pipe	1,380 lin.ft.	25.00	34,500.00
12-inch Culvert End Sections	4 only	30.00	120.00
18-inch Culvert End Sections	4 only	40.00	160.00
24-inch Culvert End Sections	2 only	55.00	110.00
48-inch Culvert End Sections	1 only	250.00	250.00
18-inch Pipe Diaphragms	18 only	125.00	2,250.00
24-inch Pipe Diaphragms	4 only	150.00	600.00
48-inch Pipe Diaphragms	8 only	250.00	2,000.00
6-inch Metal Drain Pipe	40 lin.ft.	2.25	90.00
8-inch Metal Drain Pipe	850 lin.ft.	2.50	2,125.00
6-inch Perforated Drain Pipe	540 lin.ft.	2.00	1,080.00

6-inch Perforated Metal Drain Pipe	150 lin.ft.	$ 2.00	$ 300.00
8-inch Perforated Metal Drain Pipe	9,600 lin.ft.	2.50	24,000.00
12-inch Perforated Metal Drain Pipe	2,150 lin.ft.	3.75	8,062.50
18-inch Perforated Metal Drain Pipe	930 lin.ft.	5.75	5,347.50
Special Backfill in Drains	2,340 cu.yd.	7.00	16,380.00
Corrugated Metal Catch Inlets	4 only	100.00	400.00
Concrete Inlets, Type D	14 only	125.00	1,750.00
Concrete Inlets, Type G-1	10 only	125.00	1,250.00
Special Concrete Inlets	1 only	150.00	150.00
Adjust and Cap Inlets	1 only	75.00	75.00
Class "A" Concrete in Miscellaneous Structures	90 cu.yd.	85.00	7,650.00
Metal Reinforcement in Miscellaneous Structures	4,700 lb.	0.16	752.00
Reinforced Ditch Lining	140 sq.yd.	8.50	1,190.00
Metal Guard Rail	28,700 lin.ft.	2.50	71,750.00
Metal Median Barrier	1,400 lin.ft.	3.75	5,250.00
Type 2 Barricade	400 lin.ft.	4.50	1,800.00
Rail End Pieces	12 only	5.00	60.00
Guard Rail Blocks	200 only	1.75	350.00
Portable Barricades	4 only	75.00	300.00
Guide Posts, W-1	120 only	7.50	900.00
Type 2 Fence	1,280 rod	8.50	10,880.00
20' x 48" Metal Gates	1 only	125.00	125.00
Coarse Crushed Material in Base	79,500 ton	1.85	147,075.00
3/4" - 0 Material in Base	10,700 ton	1.95	20,865.00
Detour Wearing Surface	3,400 sq.yd.	1.75	5,950.00
Sprinkling	4,600 M-gal.	3.00	13,800.00
Plant-Mix Bituminous Base	11,400 ton	4.00	45,600.00
Asphalt in Bituminous Base	490 ton	44.00	21,560.00
Asphaltic Concrete Mixture	17,500 ton	4.25	74,375.00
Asphalt in Mixture	960 ton	44.00	42,240.00
Asphaltic Concrete Curbs	2,500 lin.ft.	1.00	2,500.00
Wood Sign Posts	All Required		570.00
Type "C" and "D" Signs	314 sq.ft.	3.65	1,146.10
			$2,817,553.10

Flagging (57½% of Contractor's Cost)	All Required	$ 18,000.00
Signing (Temporary)	All Required	300.00
Slide Correction	All Required	100,000.00
Horizontal Drains	All Required	20,000.00
Remove Concrete End Piece and Adj. Median Barrier (Sta. 403)		300.00
		$ 138,600.00

Utilities

Work by Pacific N.W. Bell	All Required	$ 3,000.00
Work by Pacific Power & Light Co.	All Required	3,500.00
		$ 6,500.00

Subtotal	$2,962,653.10
10% Engr. & Cont.	296,264.90
Total	$3,258,918.00

Type Code X631
Wall Creek RR U'xing (Sta. LS 439+85.81)

Shoring, Cribbing, etc.	All Required		$ 15,000.00
Structural Excavation	2,500 cu.yd.	$ 7.00	17,500.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.50	11,632.50
Drive Steel Piles	77 only	65.00	5,005.00
Splice Steel Piles	18 only	40.00	720.00
Class "A" Concrete (U'xing) (773 cu.yd. $85.00)	All Required		65,705.00
Class "A" Concrete (Extension Walls)(142 cu.yd. $75.00)	All Required		10,650.00
Metal Reinforcement (U'xing) (75,600 lb. $0.13)	All Required		9,828.00
Metal Reinforcement (Extension Walls)(12,800 lb. $0.13)	All Required		1,664.00
Structural Steel (Carbon 375,600 lb. $0.24; Low Alloy 336,800 lb. $0.22)	All Required		163,464.00
Ballast Trough Waterproofing	575 sq.yd.	6.00	3,450.00
4-inch Standard Steel Pipe	15 lin.ft.	10.00	150.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Required		10,000.00
			$ 316,218.50

Work by S.P. Company

Railroad Construction	All Required	$ 32,000.00
Protective Services by RR	All Required	33,000.00
		$ 65,000.00

Subtotal	$ 381,218.50
10% Engr. & Cont.	38,121.50
Total	$ 419,340.00

Length of Roadway - - - - - - - 2.083 Miles
Length of 1 Structure - - - - - 0.000 Mile
Total Length - - - - - - - - - 2.083 Miles
Cost of Roadway Per Mile- - - - $1,564,530.96

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,258,918.00	$2,997,000.00	$261,918.00
Structure	419,340.00	385,000.00	34,340.00
	$3,678,258.00	$3,382,000.00	$296,258.00

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

Estimated Cost of Work by Southern Pacific Company.

PROTECTIVE SERVICES FOR CONTRACTOR

Flagging Crew

1 Foreman	$23.72 per shift
2 Laborers	22.39 each per shift
Round-Trip Travel	17.13 per shift
Total cost of crew per shift	$85.63

Watchmen

1 Section Foreman	$21.92
Round-Trip Travel	5.48
Total cost per shift	$27.40

Flagging 2 shifts per day for 80 days = 160 x $85.63 = $13,700.00
Watchman 2 shifts per day for 241 days = 482 x $27.40 = 13,207.00

Subtotal	$26,907.00
Health, Welfare, etc. 27½%	7,393.00
	$33,300.00
USE	$33,000.00

Railroad Work

Estimated cost (This cost will be broken down upon receipt of Railroad estimate.)	$32,000.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-1(55)06

WALL CREEK-SISKIYOU STATION SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 26, 1964

Type Code 6201
Roadway Sta. LS 403+50 to Sta. LS 513+33)

Clearing and Grubbing	All	Required		$ 75,000.00
Drainage Excavation, Unclassified	11,200	cu.yd.	$ 3.50	39,200.00
Embankment Foundation Excavation, Unclassified	41,000	cu.yd.	0.85	34,850.00
General Excavation, Unclassified	1,750,000	cu.yd.	1.10	1,925,000.00
Short Overhaul	7,277,000	yd.sta.	0.01	72,770.00
Long Overhaul	133,300	C-yd.sta.	0.40	53,320.00
Finishing Roadbed and Slopes	All	Required		3,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Loose Riprap	90	cu.yd.	2.50	225.00
Seeding	50	acre	150.00	7,500.00
Mulching	28	acre	200.00	5,600.00
Grass Seed, Creeping Red Fescue	500	lb.	0.60	300.00
Grass Seed, Chewings Fescue	350	lb.	0.60	210.00
Grass Seed, Perennial Ryegrass	150	lb.	0.30	45.00
Grass Seed, Newport Bluegrass	250	lb.	1.00	250.00
Dutch White Clover	250	lb.	1.00	250.00
Inorganic Fertilizer, 10-16-8	200	cwt.	6.00	1,200.00
12-inch Culvert Pipe	670	lin.ft.	3.75	2,512.50
18-inch Culvert Pipe	1,220	lin.ft.	5.00	6,100.00
24-inch Culvert Pipe	70	lin.ft.	8.00	560.00
12-inch Metal Culvert Pipe	30	lin.ft.	3.75	112.50
18-inch Metal Culvert Pipe	1,480	lin.ft.	5.00	7,400.00
24-inch Metal Culvert Pipe	320	lin.ft.	8.00	2,560.00
48-inch Metal Culvert Pipe	1,380	lin.ft.	25.00	34,500.00
12-inch Culvert End Sections	4	only	30.00	120.00
18-inch Culvert End Sections	4	only	40.00	160.00
24-inch Culvert End Sections	2	only	55.00	110.00
48-inch Culvert End Sections	1	only	250.00	250.00
18-inch Pipe Diaphragms	18	only	125.00	2,250.00
24-inch Pipe Diaphragms	4	only	150.00	600.00
48-inch Pipe Diaphragms	8	only	250.00	2,000.00
6-inch Metal Drain Pipe	40	lin.ft.	2.25	90.00
8-inch Metal Drain Pipe	850	lin.ft.	2.50	2,125.00
6-inch Perforated Drain Pipe	540	lin.ft.	2.00	1,080.00
6-inch Perforated Metal Drain Pipe	150	lin.ft.	2.00	300.00
8-inch Perforated Metal Drain Pipe	9,600	lin.ft.	2.50	24,000.00

12-inch Perforated Metal Drain Pipe	2,150 lin.ft.	$ 3.75	$ 8,062.50
18-inch Perforated Metal Drain Pipe	930 lin.ft.	5.75	5,347.50
Special Backfill in Drains	2,340 cu.yd.	7.00	16,380.00
Corrugated Metal Catch Inlets	4 only	100.00	400.00
Concrete Inlets, Type D	14 only	125.00	1,750.00
Concrete Inlets, Type G-1	10 only	125.00	1,250.00
Special Concrete Inlets	1 only	150.00	150.00
Adjust and Cap Inlets	1 only	75.00	75.00
Class "A" Concrete in Miscellaneous Structures	90 cu.yd.	85.00	7,650.00
Metal Reinforcement in Miscellaneous Structures	4,700 lb.	0.16	752.00
Reinforced Ditch Lining	140 sq.yd.	8.50	1,190.00
Metal Guard Rail	28,700 lin.ft.	2.50	71,750.00
Metal Median Barrier	1,400 lin.ft.	3.75	5,250.00
Type 2 Barricade	400 lin.ft.	4.50	1,800.00
Rail End Pieces	12 only	5.00	60.00
Guard Rail Blocks	200 only	1.75	350.00
Portable Barricades	4 only	75.00	300.00
Guide Posts, W-1	120 only	7.50	900.00
Type 2 Fence	1,280 rod	8.50	10,880.00
20' x 48" Metal Gates	1 only	125.00	125.00
Coarse Crushed Material in Base	79,500 ton	1.85	147,075.00
3/4" - 0 Material in Base	10,700 ton	1.95	20,865.00
Detour Wearing Surface	3,400 sq.yd.	1.75	5,950.00
Sprinkling	4,600 M-gal.	3.00	13,800.00
Plant-Mix Bituminous Base	11,400 ton	4.00	45,600.00
Asphalt in Bituminous Base	490 ton	44.00	21,560.00
Asphaltic Concrete Mixture	17,500 ton	4.25	74,375.00
Asphalt in Mixture	960 ton	44.00	42,240.00
Asphaltic Concrete Curbs	2,500 lin.ft.	1.00	2,500.00
Wood Sign Posts	All Required		570.00
Type "C" and "D" Signs	314 sq.ft.	3.65	1,146.10
			$2,817,553.10

Flagging (57½% of Contractor's Cost)	All Required	$ 18,000.00
Signing (Temporary)	All Required	300.00
Slide Correction	All Required	100,000.00
Horizontal Drains	All Required	20,000.00
		$ 138,300.00

Utilities

Work by Pacific N.W. Bell	All Required	$ 3,000.00
Work by Pacific Power & Light Co.	All Required	3,500.00
		$ 6,500.00

Subtotal	$2,962,353.10
10% Engr. & Cont.	296,234.90
Total	$3,258,588.00

12-inch Perforated Metal Drain Pipe	2,150	lin.ft.	$ 3.75	$ 8,062.50
18-inch Perforated Metal Drain Pipe	930	lin.ft.	5.75	5,347.50
Special Backfill in Drains	2,340	cu.yd.	7.00	16,380.00
Corrugated Metal Catch Inlets	4	only	100.00	400.00
Concrete Inlets, Type D	14	only	125.00	1,750.00
Concrete Inlets, Type G-1	10	only	125.00	1,250.00
Special Concrete Inlets	1	only	150.00	150.00
Adjust and Cap Inlets	1	only	75.00	75.00
Class "A" Concrete in Miscellaneous Structures	90	cu.yd.	85.00	7,650.00
Metal Reinforcement in Miscellaneous Structures	4,700	lb.	0.16	752.00
Reinforced Ditch Lining	140	sq.yd.	8.50	1,190.00
Metal Guard Rail	28,700	lin.ft.	2.50	71,750.00
Metal Median Barrier	1,400	lin.ft.	3.75	5,250.00
Type 2 Barricade	400	lin.ft.	4.50	1,800.00
Rail End Pieces	12	only	5.00	60.00
Guard Rail Blocks	200	only	1.75	350.00
Portable Barricades	4	only	75.00	300.00
Guide Posts, W-1	120	only	7.50	900.00
Type 2 Fence	1,280	rod	8.50	10,880.00
20' x 48" Metal Gates	1	only	125.00	125.00
Coarse Crushed Material in Base	79,500	ton	1.85	147,075.00
3/4" - 0 Material in Base	10,700	ton	1.95	20,865.00
Detour Wearing Surface	3,400	sq.yd.	1.75	5,950.00
Sprinkling	4,600	M-gal.	3.00	13,800.00
Plant-Mix Bituminous Base	11,400	ton	4.00	45,600.00
Asphalt in Bituminous Base	490	ton	44.00	21,560.00
Asphaltic Concrete Mixture	17,500	ton	4.25	74,375.00
Asphalt in Mixture	960	ton	44.00	42,240.00
Asphaltic Concrete Curbs	2,500	lin.ft.	1.00	2,500.00
Wood Sign Posts	All	Required		570.00
Type "C" and "D" Signs	314	sq.ft.	3.65	1,146.10
				$2,817,553.10
Flagging (57½% of Contractor's Cost)	All	Required		$ 18,000.00
Signing (Temporary)	All	Required		300.00
Slide Correction	All	Required		100,000.00
Horizontal Drains	All	Required		20,000.00
				$ 138,300.00
Utilities				
Work by Pacific N.W. Bell	All	Required		$ 3,000.00
Work by Pacific Power & Light Co.	All	Required		3,500.00
				$ 6,500.00
	Subtotal			$2,962,353.10
	10% Engr. & Cont.			296,234.90
		Total		$3,258,588.00

Type Code X631
Wall Creek RR U'xing (Sta. LS 439+85.81)

Shoring, Cribbing, etc.	All Required		$ 15,000.00
Structural Excavation	2,500 cu.yd.	$ 7.00	17,500.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	2,585 lin.ft.	4.50	11,632.50
Drive Steel Piles	77 only	65.00	5,005.00
Splice Steel Piles	18 only	40.00	720.00
Class "A" Concrete (U'xing) (773 cu.yd. $85.00)	All Required		65,705.00
Class "A" Concrete (Extension Walls)(142 cu.yd. $75.00)	All Required		10,650.00
Metal Reinforcement (U'xing) (75,600 lb. $0.13)	All Required		9,828.00
Metal Reinforcement (Extension Walls)(12,800 lb. $0.13)	All Required		1,664.00
Structural Steel (Carbon 375,600 lb. $0.24; Low Alloy 336,800 lb. $0.22)	All Required		163,464.00
Ballast Trough Waterproofing	575 sq.yd.	6.00	3,450.00
4-inch Standard Steel Pipe	15 lin.ft.	10.00	150.00
6-inch Standard Steel Pipe	30 lin.ft.	15.00	450.00
Remove Old Undercrossing	All Required		10,000.00
			$ 316,218.50
Work by S.P. Company			
Railroad Construction	All Required		$ 32,000.00
Protective Services by RR	All Required		33,000.00
			$ 65,000.00
	Subtotal		$ 381,218.50
	10% Engr. & Cont.		38,121.50
	Total		$ 419,340.00

Length of Roadway - - - - 2.083 Miles
Length of 1 Structure - - 0.000 Mile
Total Length- - - - - - - 2.083 Miles
Cost of Roadway Per Mile- $1,564,372.53

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,258,588.00	$2,997,000.00	$261,588.00
Structure	419,340.00	385,000.00	34,340.00
	$3,677,928.00	$3,382,000.00	$295,928.00

WALL CREEK-SISKIYOU SUMMIT SECTION

PROJECT NO. I-5-1(55)06

Estimated cost of work by Southern Pacific Company.

Protective Services for Contractor

Flagging Crew

1 Foreman	$23.72 per Shift
2 Laborers	$22.39 each per Shift
Round-trip Travel	$17.13 per Shift
Total Cost of Crew Per Shift	$85.63

Watchman

1 Section Foreman	$21.92
Round-trip Travel	$ 5.48
Total Cost Per Shift	$27.40

Flagging 2 Shifts per Day for 80 Days = 160 x 85.63 = $13,700.00
Watchman 2 Shifts per Day for 241 Days= 482 x 27.40 = 13,207.00

Subtotal	$26,907.00
Health, Welfare, etc. 27½%	7,393.00
	$33,300.00
USE	$33,000.00

Railroad Work

Estimated Cost	$32,000.00

(This cost will be broken down upon receipt of Railroad estimate.)

RECEIVED
SEP 28 1966

FOR FILING

15-[illegible]

6451

R. L. [illegible]

August 22, 1966

Southern Pacific Company
65 Market Street
San Francisco, California 94105

Attention: G. Trabert

Re: [illegible]-2[illegible]0-113

Gentlemen:

We are in receipt of your letter dated August 12, 1966 regarding payment of $5,[illegible]92.22 retained percentage on your document audit No. 121606, for work done on the Wall Creek Underpass at Siskiyou, Oregon.

We are processing the balance for payment, however our records indicate that the outstanding amount due as of 22 August is $4,124.40. If your records are not in agreement with the balance due, please advise.

Very truly yours,

C. H. [illegible]
Controller

By:
Ennis [illegible]
Utility Auditor

[illegible]

ajm-cr

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. A. NELSON
VICE PRESIDENT AND GENERAL AUDITOR
F. H. COYNE
T. E. WALSH
ASSISTANT GENERAL AUDITORS

C. A. ALLEN
AUDITOR OF REVENUE ACCOUNTS
C. M. BILL
INCOME TAX AUDITOR
J. M. DeMARTINI
MANAGER, DATA PROCESSING
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
C. S. GROVE
MANAGER, PAY ROLL AND
MISCELLANEOUS SERVICES

R. C. HOLLINGER
INTERNAL AUDITOR
G. W. KLEE
AUDITOR OF DISBURSEMENTS
E. G. SUELFLOHN
MANAGER, SYSTEMS RESEARCH
G. TRABERT
AUDITOR OF MISCELLANEOUS ACCOUNTS

REFERRED TO
[illegible]
BY SECRETARY

REFERRED TO
Maison
BY [illegible] STATE [illegible]

IN REPLY PLEASE REFER TO
EBT-220-113

AUG 12 1966

State of Oregon
Oregon State Highway Department
Salem, Oregon

Gentlemen:

We have outstanding in accounts $5,892.22, representing 10% balance due covering cost of labor and material furnished in connection with the construction of Wall Creek underpass in Siskiyou, Oregon, rendered in accordance with terms of agreement dated July 1, 1964, document audit No. 121606.

Final bill in connection with above project was rendered May 16, 1966. Will you please advise when we may expect payment to be forwarded to P. O. Box 3809, San Francisco 94120, giving reference to above project number.

Yours truly,

Orig to Maison
8-15-66

REC

RECEIVED
1966
STATE

RECEIVED
JUN 13 1966
FOR FILING

F 5-1(55)

6454

June 13, 1966

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Seaboard Surety Company
100 California Street
San Francisco, California

Gentlemen:

A post-final payment for $195.51 will be made to State-Hall on Contract No. 6454 for grading, paving, structure, and signing on the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County, as soon as the warrant is prepared.

The total amount paid on this contract will be $2,937,834.02 including the post-final payment. Of the total $108,607.17 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Great American Insurance Co.
Seattle, Washington

Seaboard Surety Company
New York, New York

State-Hall
Portland, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
MAR 29 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: March 25, 1966

In reply refer to: 08-35.DB-2

TO : ~~Mr. Forrest~~ Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon I-5-1(55)06
Wall Creek-Siskiyou Station Section
Pacific Highway
State Force Order No. 6
Total estimated amount of the Order - $6,000.00
Federal participation - $5,400.00

This will confirm our March 8, 1966 verbal approval to proceed with the work mentioned in your letter dated March 18, 1966, concerning the subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

4. The work performed under this order is required under an Extraordinary Maintenance agreement with the railroad. This agreement expires on March 31, 1966.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO w/incl.
BY ASST. STATE HWY. ENGR.
3-28-66

RECEIVED
MAR 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE CO

APPROVED
Contingent upon [illegible] of
project [illegible]
funds are [illegible]
[illegible] 8 1966 M.E. Martin
Date —G-1 P
[illegible] Dist. Engineer
U.S. Bureau of Public Roads

Form A-100-5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 6

Project Name Wall Creek-Siskiyou Station Date March 10, 1966

Highway Pacific Contract No. 6454 F. A. Project No. I-5-1(55)06

County Jackson Prefix 615-1015 Account No. 222-06

Description of Work To Be Done:

Clean up slide on Railroad.

Location by Station Numbers:

484+00 - 489+00 (Railroad Stations)

Estimate of Quantities and Costs:

Equipment	$ 4,200.00
Labor	1,600.00
Material	200.00
	$ 6,000.00

Explanation:

This work is emergency. Contractor has completed project and has moved out. Work to be done by State Forces. This work has begun.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $3,368,007.56

Present estimate of project cost, including $ 6,000.00 for work under this order $3,251,476.30

Expected under-run (amount) $ 116,531.26

Expected under-run (per cent) 3.5

Space to right of this line is for use of Salem Office

Submitted by: /s/ B. E. Brown
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
MAR 22 1966

FOR FILING

I-5-1(55)06

6454

March 18, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 222 covering removing slide from railroad near Wall Creek on the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County, Contract No. 6454 in connection with Federal-Aid Project No. I-5-1(55)06.

This work is necessary to remove the slide to protect the railroad and is required by State-Railroad agreement. The contractor has completed the project and has moved out. The costs would be excessive if the contractor were to move back to the project.

The State has the equipment and personnel to do the work more expeditiously and economically than by separate contract.

This work was tentatively approved by the BPR District Engineer and the Field authorized to proceed March 8, 1966 as an emergency measure. Your approval as of that date, under the provisions of PPM 21-6.3 on actual cost basis, is requested.

The estimated amount of the order is $6,000.00, with Federal participation of $5,400.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:cr

RECEIVED
MAR 18 1966

FOR FILING
I-5-1 (55)
6454

March 16, 1966

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Seaboard Surety Company
100 California Street
San Francisco, California

Gentlemen:

Contract No. 6454 awarded to State-Hall for grading, paving, structure, and signing on the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County was completed on November 19, 1965, and accepted by the Highway Commission on March 15, 1966.

Final payment in the amount of $140,112.79 will be released to the contractor after March 25, 1966. The total contract amount is $2,931,758.51 including $108,637.17 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Great American Insurance Company
2030 Ninth Avenue
Seattle, Washington 98121

Seaboard Surety Company
100 William Street
New York, New York

State-Hall
7805 S. W. 64th Avenue
Portland 19, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
MAR 17 1966
FOR FILING

J-5-1 (55) 66

6454

March 16, 1966

Oregon State Highway Commission

Gentlemen:

In the acceptance of contract letter with Slate-Hall, Contract No. 6465, dated March 15, the Contract No. should read 6454.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

RECEIVED
MAR 17 1966

FOR FILING
S-E-1(55)
6451

March 15, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed November 19, 1965, on Contract No. 6451. The contract was with Slate-Hall and was for grading, paving, structures and signing on the Neil Creek-Siskiyou Station Section of the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 15, 1966, and that you concur in this procedure at the Commission meeting on April 21.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

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APR 14 1966

FOR FILING

I-5-1 (55) 66

6454

Salem, Oregon
March 14, 1966

RAILROAD COMPANIES
FILE No. 621

Mr. G. E. Rohde
Chief Counsel
BUILDING

Supplemental State-Railroad Agreement
Wall Creek-Siskiyou Station Section
Pacific Highway
Jackson County

Attention: Mr. J. N. Hershberger
Staff Attorney

Agenda Item
4aa
3-8-66

Attached for further handling are two copies of a Supplemental State-Railroad Agreement with Southern Pacific Company concerning Wall Creek-Siskiyou Station Section of Pacific Highway in Jackson County.

When this agreement has been fully signed, please return one executed copy to this office for the Commission's files.

Secretary

bb
Attachment (2)

RECEIVED
APR 1 1 1966

FOR FILING

I-5-1(25) OC

6454

March 9, 1966

State-Hall
7335 S. W. 45th Avenue
Portland 19, Oregon

#10

Gentlemen:

The State Highway Commission at its meeting on March 8 considered your request for an extension of time on Contract No. 6454 on the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to November 19, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc L. R. Chandler
Bill Brown
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONTRACT

Investigation has been completed regarding the request (See reverse side) for an extension of time within which to complete the following project:

Contract No. 6454 Contractor Slate-Hall

Highway Pacific

Section Wall Creek-Siskiyou Station

Kind of Work Grading, Paving, Structure & Signing

It is recommended that such extension be granted as requested under the following terms and conditions:

Overrun in embankment foundation excavation and subsequent delays which this caused in the specified schedule of operations justify 19 calendar day (14 penalty days) extension to November 19, 1965.

Recommended for Approval:

John Cummings
Asst
Division Engineer

for
Construction Engineer or Bridge Engineer

F B Klaboe
State Highway Engineer

Contract No. 6454

Project designation: I-5-1 (55) 06
State—Federal

Date awarded 6/26/64

Work started 7/13/64

Per cent completed 100%, 11/19/65
Date

Specified completion date 10/31/65

Previously extended to

Extension requested to 11/19/65

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONSTRUCTION CONTRACT

Oregon State Highway Commission,
Salem, Oregon.

Date January 14, 1966

Gentlemen:

We, the undersigned, respectfully request an extension of 19 days time, from October 31, 1965, to November 19, 1965, within which to complete our Contract No. 6454, described as follows:

WALL CREEK-SISKIYOU STATION
FAP #I-5-1(55)06

The above request is based upon the following reasons: Our letter of January 14, 1966 to Resident Engineer is made a part of this request and is summarized as follows:

1) Overrun of foundation excavation embankment from plan quantity of 23,995 c.y. to actual quantity of over 100,000 c.y.
2) Delay and change both in start on original designated excavation area and embankment area by circumstances beyond our control.
3) Change in embankment from unclassified excavation to rock underfill from other areas.

Respectfully submitted,

SLATE-HALL
Contractor

By Leonard A. Runkle
Leonard A. Runkle, Partner

CONSENT OF SURETY

Date JANUARY 25, 1966

We, GREAT AMERICAN INSURANCE COMPANY, AND,

SEABOARD SURETY COMPANY, as equal Co-Sureties

on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY

BY:
Attorney-in-fact

COUNTERSIGNED: WELLS-REED-WOOD-WEST Co.

BY:
Resident Agent

SEABOARD SURETY COMPANY

BY:
Attorney-in-Fact

COUNTERSIGNED: HANSEN & ROWLAND, INC., (of Oregon)
(SEAL)

BY: E. Wld
Resident Agent

State Printing Dept. 29015

7805 S. W. 40th Avenue
Portland 19, Oregon

January 14, 1966

Re: Wall Creek-Siskiyou Station
Contract No. 6454
FAP #I-5-1(55)06

Bill E. Brown, Resident Engineer
Oregon State Highway Department
P. O. Box 646
Ashland, Oregon 97520

Gentlemen:

Reference is made to our letter dated August 27, 1964 with respect to the Schedule of Operations shown on page 113 of the Special Provisions of the above numbered contract. In particular we refer to the provision of paragraph 1 of the Schedule of Operations relating to the cut on the RR Revision between Stations RR 483 and RR 488 and the detailed plans for embankment at Stations 458-470. We stated at that time that the Schedule would be delayed but had no way of determining the extent of delay.

Embankment foundation excavation between Stations 445 and 470 was initiated to comply with first earthwork requirements on the project. Plan quantities of 23,995 cu. yds overran to an actual excavated quantity of 100,000 cu. yds in this area.

No definite limits could be established during the early stages of this embankment foundation. In fact, excavation of materials started under paragraph 1 of the Schedule of Operation could not be placed in the original area designated. This, in turn, required start of other areas of both excavation and embankment during the resulting delay.

Finally it was determined that rock from other sources would be used to start the embankment between Stations 445 and 470. This change in the quantities of embankment foundation excavation and subsequent rock foundation, together with the attendant delay incurred, resulted in a considerable time loss before excavation programmed in paragraph 1 of the Schedule of Operations could be resumed.

We claim that this time loss was occassioned by circumstances and directions over which we had no control. We further claim that the delay occassioned amounts to not less than fourteen (14) working days.

We therefore request that the time limit of this contract be extended fourteen (14) working days without penalty.

Very truly yours

SLATE-HALL

Leonard A. Runkle

Leonard A. Runkle
Partner

AKH:cs

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 28, 1966

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: J. H. Girvin
Acting District Engineer

SUBJECT: Oregon Project I-5-1(55)06
Wall Creek - Siskiyou Sta. Section
Pacific Highway
Request for Time Extension

Mr. Klaboe's letter of February 24, 1966 relating to the subject request for an extension of contract time has been reviewed by this office.

Due to the reasons set forth in Mr. Klaboe's letter as a justification for the 19 day time extension and due to the similarities of contract provisions between this project and I-5-1(52)04, we concur in your recommendation that the completion date for this project be extended from October 31, 1965 to November 19, 1965.

REFERRED TO
cc this letter to Morgan, Young, Mason.
By Asst. State Hwy. Engr.
3-3-66

NOTED
8 KLABOE

OFFICE OF
[illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 5OM 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1966

SUBJECT: Extension of Time
Wall Creek-Siskiyou Station Section
Pacific Highway
Contract No. 6454

To:

Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a request from Slate - Hall, contractor on the subject contract for an extension of the specified completion date from October 31 to November 19, 1965 without the assessment of liquidated damages. The contractor's request is based on an overrun of embankment foundation excavation, a delay caused by a change in the stipulated schedule of grading operations, and a change in embankment in one area from unclassified material to rock.

The three reasons which the contractor lists are actually inter-related. The original contract amount of embankment foundation excavation was 41,000 cubic yards. The final quantity actually moved was in excess of 118,000 cubic yards which represents 289% of the original contract amount. The special provisions list a schedule of operations which require the railroad cut to be excavated first with the material from that cut to be hauled to the embankment between Stations 458 and 470. Embankment foundation excavation was started in this embankment area in order to comply with the earth work requirements on the project. The amount of this excavation was grossly underestimated and in fact no definite limits for the work were established during the early portion. The plan quantity was 23,995 cubic yards whereas the actual quantity removed was 105,266 cubic yards or a 438% overrun in this area. When excavation material was removed from the railroad cut this embankment foundation excavation was still incomplete which required that earth work in other areas be started out of the designated sequence. Rock backfill was finally used to construct the embankment between Stations 445 and 470 from a source different than indicated on the plans. The work on the embankment foundation excavation was started July 23, 1964 and completed October 5, 1964. This is 75 calendar days and although other work was being done during this time and the overall contract cost underran slightly, the controlling feature of the over-all progress was the embankment foundation excavation.

The original completion date for this contract was October 31, 1965. The contract was completed November 19, 1965. This is 19 calendar days and 14 penalty days beyond the specified completion date and amounts to $5,880.00 in liquidated damages based on the penalty rate of $420.00 per day.

Based on the gross overrun in embankment foundation excavation in a critical area of a relatively short project (2.08 miles) and the subsequent delays which this caused in the specified schedule of operations outlined in the contract special provisions, we recommend that the specified completion date be extended to November 19, 1965. This will eliminate all liquidated damages.

This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that while the reasons for granting this extension would normally be valid, he cannot concur because of the Bureau's decision concerning time extensions on projects with specified completion dates in which the contract special provisions have deleted justification for time extensions.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:nh

Attach.

cc: L. H. Young

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[illegible] 21 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 7 - 1966

FOR FILING

I-5 1(55) CG

6454

March 4, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 10
March 8, 1966 meeting

Gentlemen:

Slate-Hall, contractor on the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County, Contract No. 6454, requests an extension of the specified completion date from October 31 to November 19, 1965. The contractor's request is based on an overrun of embankment foundation excavation, a delay caused by a change in the specified schedule of grading operations, and a change in embankment from unclassified material to rock.

The three reasons which the contractor lists are actually interrelated. The original contract amount of embankment foundation excavation was 41,000 cubic yards. The final quantity actually excavated was in excess of 118,000 cubic yards or 289 percent of the original contract amount. Requirements in the contract special provisions controlled the excavation work and required that this embankment foundation excavation be performed as one of the first items. The work on embankment foundation excavation required 75 calendar days to perform and although other work was being done during this time, the controlling feature of the overall progress was the embankment foundation excavation.

The original completion date for this contract was October 31, 1965. The contract was completed November 19, 1965. This is 14 penalty days, amounting to $5,880 in liquidated damages.

Based on the gross overrun of embankment foundation excavation, I recommend that the specified completion date be extended to November 19, 1965. This will eliminate all liquidated damages. This is a Federal-aid interstate project and we have Bureau of Public Roads' concurrence. This matter will be on the agenda for your consideration at the March 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

(construction) bg

RECEIVED
MAR 3 - 1966

FOR FILING

I-5 1(35)05

6454

March 3, 1966

Oregon State Highway Commission

Gentlemen:

There will be presented at the March 8 meeting a supplemental agreement with the Southern Pacific Company concerning the Wall Creek-Siskiyou Station Section of the Pacific Highway in Jackson County.

The present agreement between the State and Railroad dated July 14, 1964, provides the State will reimburse the Railroad for its work on this project not to exceed $31,395.00. This supplemental agreement provides for the State to reimburse the Railroad up to $39,034.23.

It was necessary for Railroad Engineer-Inspectors to follow two-10 hour shifts work by the contractor during track-grading operations. This resulted in a considerable increase in the Engineer-Inspection costs for wages and personal expenses. The contractor's sporadic operations during the periods of inclement weather contributed to this increased Engineer-Inspection cost. Neither of these contingencies were anticipated in the original estimate. Increases in other items of cost, part of which is due to retroactive wage increases, contributed to the total overrun.

This matter is now being reviewed by the Bureau of Public Roads and we expect its approval. We recommend your approval subject to the Bureau's concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
T. W. Litchfield
C. H. Maison
F. D. Morgan
L. R. Chandler

TWL:bjm bg

RECEIVED
FEB 25 1966

FOR FILING
I-5-1(55) 06

6454

February 25, 1966

407

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: 08-35.DB, Wall Creek-
Siskiyou Station Section
Pacific Highway, Contract
No. 6454, Asphaltic
Concrete Compaction

Dear Sir:

In reply to your letter of January 17, a determination of an equitable price reduction based on the quantity of asphaltic concrete represented by the six failing compaction tests has been made as shown below. This determination is based on our standard method for computing assessments for low compaction on bituminous mixtures.

Station Tested	Quantity Represented in Miles	Percent Relative Compaction		Penalty Assessment
470 SB - Lt.	0.50	90.2		$ 40.00
496 SB - Lt.	0.50	90.0		40.00
496 SB - Rt.	0.50	90.4		40.00
511 SB - Lt.	0.08	90.4		6.40
470 NB - Rt.	0.50	91.3		10.00
511 SB - Lt.	0.08	91.3		1.60
			Total	$138.00

It is our understanding that Federal participation in the payment for the asphaltic concrete required on this project will be reduced in the amount of $138.00 as shown in our determination.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

MDG:fp srb

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 27, 1966

Routing

In reply refer to: 08-35-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

M E Martin
By: M. E. Martin
District Engineer

RECEIVED

SUBJECT: Oregon Project I-5-1(55)06
Wall Creek - Siskiyou Station Section
AC Compaction Results

The summary of failing compaction test results presented in Mr. Glenn's letter of January 7, 1966 has been reviewed by this office with respect to acceptance as substantial conformance with specifications.

We agree that the one extremely low result* appears to be a spurious test and is not considered representative. This test was one of four taken in the vicinity of the Southern Pacific Railroad overcrossing structure (Station 443) where paving was performed under adverse conditions due to the necessity of maintaining traffic. The four test results (88.7%*, 91.3%, 91.6%, and 91.6%) are, therefore, considered as representing substantial conformance with specifications under the circumstances existing in this area.

The one failing test (91.6%) at Station 418 being supported by other passing tests in the same area is considered to be evidence of substantial conformance in that vicinity.

The remaining six test results ranging from 90.0% to 91.3% at Stations 470, 496, and 511 are considered to be representative of a considerable amount of subspecification asphaltic concrete. It is noted that the test results do not indicate the quantity represented by each test. We do not concur in your conclusions as showing substantial conformance with specifications in these areas.

Based on field inspection, it appears that the material represented by these six tests will not be detrimental to the project; however, it is recommended that a determination be made respective to acceptance at a reduction in price for the quantity of asphaltic concrete represented thereby. Federal participation will be predicated on an equitable price reduction for the amount of material involved.

cc Young

REFERRED TO
Morgan
By Asst. State Hwy. Engr.
1-31-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 24 1966
FOR FILING

I-5-1(55) 06

[illegible]

February 24, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Wall Creek-Siskiyou Station
Section, Pacific Highway
Oregon Project I-5-1(55)06

Dear Sir:

We have received from Slate-Hall, contractor on the subject contract, a request for an extension of the specified completion date from October 31 to November 19, 1965. The contractor's request is based on an overrun of embankment foundation excavation, a delay caused by a change in the stipulated schedule of grading operations and the change in embankment in one area from unclassified material to rock.

The three reasons which the contractor lists are actually inter-related. The original contract amount of embankment foundation excavation was 41,000 cubic yards. The final quantity actually moved was in excess of 118,000 cubic yards which represents 289 percent of the original contract amount. The special provisions list a schedule of operations which requires the railroad cut to be excavated first with the material from that cut to be hauled to the embankment between Stations 458 and 470. Embankment foundation excavation was started in this embankment area in order to comply with the earth work requirements on the project. The amount of this excavation was grossly underestimated and, in fact, no definite limits for the work were established during the early portion. The plan quantity was 23,995 cubic yards whereas the actual quantity removed was 105,266 cubic yards or a 438 percent overrun in this area. When excavation material was removed from the railroad cut, this embankment foundation excavation was still incomplete which required that earth work in other areas be started out of the designated sequence. Rock backfill was finally used to construct the embankment between Station 445 and 470 from a source different than indicated on the plans. The work on the embankment foundation excavation was started July 23, 1964, and completed October 5, 1964. This is 75 calendar days and, although other work was being done during this time and the overall contract cost underran slightly, the controlling feature of the overall progress was the embankment foundation excavation.

The original completion date for this contract was October 31, 1965. The contract was completed November 19, 1965. Based on the gross overrun in embankment foundation excavation in a critical area on this relatively short project (2.08 miles) and the subsequent delays which this caused in the specified schedule of operations outlined in the contract special provisions, it is our recommendation that the specified completion date be extended to November 19, 1965. This project has the restrictive wording in the contract special provisions concerning time extensions; however, we believe that the circumstances related above are very similar to those on the Siskiyou Station-Siskiyou Summit project on which you concurred in an extension of time. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
C. H. Maison
F. D. Morgan
L. H. Young
L. R. Chandler

DES:nh srb

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Wall Cr. - Siskiyou Station

WEEK ENDING: January 14, 1966

SECTION PREFIX: 615-1015

HIGHWAY: Pacific

COUNTY: Jackson

NAME OF JOB: Wall Creek - Siskiyou Station

KIND OF WORK: Grading, Paving, Structure and Signing

CONTRACTOR: Slate - Hall

CONTRACT NUMBER: 6454

FEDERAL AID PROJECT NUMBER: I-5-1(55)06

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: July 13, 1964

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS 340

CALENDAR DAYS USED 354

SPECIFIED COMPLETION DATE: October 31, 1965

PERCENT OF TIME ELAPSED: 104%

PROJECT AUTHORIZATION: $3,368,007.56

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

EXCLUSIVE OF ENGINEERING: $3,128,504.80

ENGINEERING AUTHORIZATION: $239,502.76

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,081,812.22

ENGINEERING COST TO DATE: $163,689.76

DATE PROJECT WAS COMPLETED: November 19, 1965

ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 1.5 %

PERCENT OF AUTHORIZATION: 68.3 %

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L PROD.		
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.08	2.08			2.08
MILES PARTIALLY COMPLETED	2.08	2.08			2.08
MILES COMPLETED	2.08	2.08			2.08
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,750,000	90,200			28,900
TOTAL QUANTITIES CORRECTED TO DATE	1,740,260	91,390			27,034
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,740,260	91,390			27,034
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Overcast			
TUESDAY	"			
WEDNESDAY	"			
THURSDAY	"			
FRIDAY	Showers			
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Contract Work Complete
TUESDAY	Contract Work Complete
WEDNESDAY	Contract Work Complete
THURSDAY	Contract Work Complete
FRIDAY	Contract Work Complete
SATURDAY	

REMARKS

Semi-final estimate submitted to Division Office January 14, 1965.
(56 days from completion date of contract)

This is the final Weekly Report for project.

W W Robertson

SIGNED W. W. Robertson for
Bill E. Brown, Resident Engineer
LOCATION Medford, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

FORM E-123X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 11 1966
FOR FILING

I-5-1(4) ok

[illegible]

January 7, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Wall Creek-Siskiyou Station Section
Interstate 5
Contract No. 6454
A.C. Compaction Results

Dear Sir:

A summary of the asphaltic concrete compaction test results obtained on this project is as follows:

Total Tests Taken	59	
Recore Tests Taken	2	
Total Final Tests	57	
Plant-mix Bituminous Base	20	Ave. % Compaction 96.0
Base Course	19	Ave. % Compaction 93.4
Top Course	18	Ave. % Compaction 92.5
No. Tests below 92%	11	Percent below 92% - 19.3

The eleven tests with results below the specified 92% are summarized as follows:

% Compaction	No. Tests	Bit. Base	Base Course	Top Course
91.5 - 92.0	3	0	2	1
91.0 - 91.4	3	0	3	
90.0 - 90.9	4	0		4
Below 90	1	0	1	

Average percent compaction of failing tests - 90.8%

The test results as shown above tend to indicate the number of failing compaction test to be greater than that which would normally be expected based on the statewide averages obtained so far this year. It is believed, however, that at the completion of the project, the compaction of the asphaltic concrete surfaces was satisfactory and the number of failing tests considerably less than these results indicate.

Four of the failing tests, three of the top course in the 90.0 to 90.9 range, and one of the base course in the 91.0 - 91.4 range, were what might be classed as preliminary tests. These were cores taken as soon as practical after the placement of each commenced. These are taken for the primary purpose of furnishing the Engineer and contractor with test results indicating the amount of compaction being obtained with the rolling procedure being used and make any necessary corrections to insure the specified compaction was being obtained. The two recore tests indicate the compaction increased an average of 1.3 % between taking preliminary tests and final cores.

Four other failing tests, three of the base course and one top course, occurred at Station 443+00. This area is where the detour around the revision to the Southern Pacific Railroad overcrossing structure. This necessitated paving short stretches and switching traffic back and forth as the various lanes were paved. This work was expedited in order to minimize the confusion to the traffic, which resulted in the rolling not being as thorough as it normally would have been. The amount of material represented by the lowest test (88.7%) in this section was 240 tons placed on the right side of the southbound lane on October 13. The other three tests in this section had results above 91%, two of which were only slightly low with 91.6% compaction.

The paving subcontractor on this project has not had too good a reputation in the past. This fact was known by the Resident Engineer and the contractor's operations critically inspected. Based on the recommendations of the Division and Resident Engineers, the contractor will not be assessed a penalty for the low compaction results. The results actually obtained are considered to show substantial conformance with the compaction requirements for the following reasons:

1. Overall average of results obtained are above 92% for each of the various lifts.

2. Four of the 11 tests failing are only slightly below the specified minimum. Four additional tests were preliminary tests and based on recores taken would have results equal to or only slightly below specified. Any corrective action attempted after completion of the project, such as additional rolling, could prove more detrimental. Corrective action was taken by the Resident Engineer upon receipt of tests showing results were low. The difficulty here being the time lag between the coring and notification of the results. We are working on a method to substantially reduce this time lag by next paving season.

3. The one extremely low compaction result could be a spurious test as others in the same area were substantially higher. Low compaction results could also be expected in this area due to the necessity of expediting work in detour areas as a safety measure.

Your acceptance of these conclusions as showing substantial conformance with the compaction requirements is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By MDGlenn

M. D. Glenn
Field Testing Engineer

MDG:fp

cc F. B. Klaboe
L. H. Young

RECEIVED
JAN 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 21 1965

FOR FILING
I-5-1

CD-121 UNITED STATES GOVERNMENT
(Pres. by A.O. 206-10)

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St
Salem, Or

DATE:

In reply refer to:

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon I-5-1(55)06
Wall Creek-Siskiyou Station Section
Pacific Highway
State Force Order No. 5

Reference is made to your letter dated December 9, 1965 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contrast between the old wingwall and the new structure (including the new wall below the existing due to lowered grade) creates an unsightly view to southbound traffic in this area and should be corrected from an aesthetic standpoint.

2. The work covered by this order was not included in the contract. The cleaning and painting of this wall is not considered to be within the scope of normal maintenance of structures.

3. The estimated cost of this work is less than half the amount quoted by the contractor.

4. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO w/encl.
By Asst. State Hwy. Engr.
12-21-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-108—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No.

Project Name Wall Creek-Siskiyou Station Date November 30

Highway Pacific Contract No. 6454 F. A. Project No. I-5-1(55)

County Jackson Prefix 615-1015 Account No. 279-05

Description of Work To Be Done:

Paint existing concrete wall.

Location by Station Numbers:

440

Estimate of Quantities and Costs:

Labor	$400.00
Equipment	200.00
Material	100.00
Total	$700.00

Explanation:

State forces can do this work more economically than the contractor.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$3,368,007.56
Present estimate of project cost, including $700.00 for work under this order	$3,368,007.56
Expected under-run over-run (amount)	$None
Expected under-run over-run (per cent)	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ B. E. Brown Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd Asst. Division Engineer

Approved: /s/ L. H. Young ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

FORM 2-723

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KE[illegible] MEMBER
SIMPSON, MEMBER
[illegible]ERY, SECRETARY
SALEM

RECEIVED
DEC 11 1965
FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 10, 1965

Southern Pacific Company
Dunsmuir, California

ATTENTION: Mr. R. R. Baymiller

Re: Extraordinary Maintenance
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06
Contract No. 6454
YOUR FILE: 912/323
O-SH-63-5

Gentlemen:

The agreement between the State and the Railroad dated July 14, 1964 covering the reconstruction of the Wall Creek Undercrossing provided in paragraph 6 as follows: "In addition State shall reimburse Railroad for all necessary railroad maintenance cost incurred by railroad within the limits of the realigned grade and track, including structure, in excess of the normal and usual maintenance costs which would have been incurred by railroad on the portion of track retired from use . . . for the period of one (1) year after operation thereover of the first regular train."

Our field office advises the first regular train went over this relocated section on March 31, 1965 and, therefore, this one year period will terminate on March 31, 1966.

We request that you arrange to meet with our field representatives on March 31, or as soon after as can be arranged, at the site of this relocation at which time you may explain to our people what extraordinary maintenance was performed, when and why it was necessary.

With your letter of September 17, 1964 you submitted an estimate of this extraordinary maintenance of $3,085. In my letter of July 15, 1964 I requested a revised estimate should your actual cost threaten to overrun this estimate. I should like again to request this revised estimate if at this time you foresee an overrun of this figure.

Please make arrangements for this meeting with Mr. L. R. Chandler, our Division Engineer, P. O. Box 1128, Roseburg, Oregon 97470, Telephone Number 672-4444. He will arrange to have appropriate people present at this meeting. We will also attempt to have a representative of the Bureau of Public Roads present.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company - San Francisco
ATTENTION: Mr. J. A. Holmes

A. W. Parsons
F. B. Klaboe
L. H. Young
C. H. Maison
L. R. Chandler
B. E. Brown
J. E. Holcomb

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STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1(55)

1.4.4

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 23, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 19, 1965, on Contract No. 6454, Wall Creek-Siskiyou Station Section, in Jackson County, in connection with Federal-Aid Project No. I-5-1(55)06.

We request that your office inspect the contract work and return a signed copy of this letter upon completion of establishment period indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: December 23, 1965

Conditions noted on above date:

This project was inspected on November 16, 1965, and again on December 22, 1965 and found to be complete in apparent conformance with plans and specifications.

A. W. Parsons
Division Engineer

M. E. Martin

By: M. E. Martin
District Engineer

ST Christienson/

RECEIVED
JAN 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO

Asst. State Hwy. Engr.

1-4-66

FORM E-123X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

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SEP 4 1965
FOR FILING

I-5-1(55)06
64 501

September 7, 1965

Southern Pacific Company
65 Market Street
San Francisco, California 94105

ATTENTION: Mr. J. A. Holmes

Re: Relinquishment of Access
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06
YOUR FILE: 912504/323
C-SH-63-5

Gentlemen:

This is in reply to your letter of June 4, 1965 with which you attach a description of the line of access relinquishment by the Southern Pacific Company to the State of Oregon.

We have reviewed this description and find it satisfactory with the exception of the Engineer's Station for the 20' gate which in the description is indicated to be opposite Railroad Station 485+80. This gate has been installed opposite Highway Station Ls 443+92 which is opposite Railroad Station 485+70.

If you will make this correction, the description as written will be entirely satisfactory with the State.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
cc: Southern Pacific Company - Portland
Southern Pacific Company - Dunsmuir

A. W. Parsons	(w/copy of SP letter)	
F. B. Klaboe	"	"
L. H. Young	"	"
I. D. Merchant	"	"
D. H. Moehring	"	"
L. R. Chandler	"	"
B. E. Brown	"	"
J. E. Holcomb	"	"

RECEIVED
SEP 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

June 4, 1965

IN REPLY PLEASE REFER TO

912504/323
C-SH-63-5

Mr. F. D. Morgan (2)
Construction Engineer
State Highway Department
Salem, Oregon

CONSTRUCTION DIVISION
RECEIVED
JUN 7 1965
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Attention: Mr. T. W. Litchfield
Utilities and Liaison Engineer

Dear Sir:

Please refer to previous correspondence and your letter March 2, file Project No. I-5-1(55)06, relating to matter of relinquishment of railroad access in connection with the Highway's work at the Wall Creek Underpass.

We have reviewed your description of the access control line furnished with your previous letter, and for reasons of consistancy, regardless of location or terrain, we have re-written the description in more complete detail. We are attaching two copies of a description of our property line over which access is to be relinquished and we ask that you please review same and advise if satisfactory. If the description as written is satisfactory, or we can reach agreement on a mutually satisfactory description, we will arrange to solicit our management's authority to convey such access.

Yours very truly,

HM Williamson

Attach.

Fmy
5/14/65

PROPERTY DESCRIPTION

Description of Line of Access Relinquishment by Southern Pacific Company to the State of Oregon

The Southern Pacific Company relinquishes to the State of Oregon by and through its State Highway Commission all existing, future or potential, common law or statutory abutter's easements of access between the right of way of the Southern Pacific Company and the Wall Creek Siskiyou Summit section of the relocated Pacific Highway in Sections 8, 16, and 17, Township 40 South, Range 2 East, Willamette Meridian in Jackson County, State of Oregon, said relinquishment being on and along the line more particularly described as follows:

LINE 1 Beginning at a point in the northeasterly line of land of said Company in said Section 8 that is distant 100 feet northeasterly, measured radially from the original located center line of Southern Pacific Company's main track (Black Butte-Ashland) at Railroad Engineer's Station 461+00, said engineer station being 568.71 feet North and 740.68 feet East of the Southwest corner of the Southeast one quarter of said Section 8; thence running easterly along said northeasterly line to a point distant 100 feet northeasterly, measured radially, from said center line at Railroad Engineer's Station 477+55 in said Section 17;

LINE 2-Beginning at a point in the southwesterly line said Company's land in said Section 17 that is distant 100 feet southwesterly, measured radially, from said center line at Engineer Station 483+10 and running southeasterly along said southwesterly line a point distant 100 feet southwesterly, measured radially from said center line at railroad Engineer Station 503+00 in said Section 16; except that certain 20 foot portion thereof one which State will provide and shall install one (1) 20 foot wide gate in said southwesterly line at or near a point distant 100 feet southerly, measured radially, from said center line at Engineer's Station 485+80.

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SEP 7 - 1965
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I 5-1(55)06

[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 31, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Railroad Agreement - Southern Pacific Company
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06

Dear Sir:

Please refer to my letter of February 24, 1965, in which I stated, in regard to item 2 of your letter dated September 16, 1964, that a supplemental agreement covering railroad protective costs would be submitted to you when it was determined the railroad protective costs would overrun the amount originally set forth in Exhibit "A" of the railroad agreement dated July 14, 1964.

Attached you will find two copies of Mr. Williamson's letter dated August 3, 1965, in which he advises that the anticipated overrun for the railroad work on this project is $7,690. A supplemental agreement covering this additional cost will be submitted to you as soon as it is received from the railroad.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
Attachments

cc: F. B. Klaboe (w/copy of SP letter)
L. H. Young " "
C. H. Maison " "
I. D. Merchant " "
L. R. Chandler " "
B. E. Brown " "
J. E. Holcomb " "

RECEIVED
SEP 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

August 3, 1965

912504/323
C-SH-63-5

Mr. F. D. Morgan (2)
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. T. W. Litchfield
Utilities and Liaison Engineer

Dear Sir:

Please refer to your file Project No. I-5-1(55)66, concerning reconstruction of the Wall Creek underpass and with particular reference to construction and maintenance agreement dated July 14, 1964.

Exhibit "A", attached to the construction and maintenance agreement, sets forth the estimated Railroad cost expected to be incurred in connection with State's project. Accumulation of Railroad charges to date reveal our costs exceed the estimated total by $5751, which together with an estimated $1939 additional expenses anticipated before the job is closed out, makes a total overrun of $7690.

Our investigation into the reasons for such added costs develops it was necessary for our engineer-inspectors to follow two 10 hour shifts worked by the contractor during in-track grading operations. This resulted in a considerable increase in engineer-inspector costs for wages and for personal expenses. Also, contractor's sporadic operations during periods of inclement weather contributed to increasing engineer-inspector costs. Neither of these contingencies was provided for in our previous estimate. Increases in other items of cost, part of which is due to retroactive wage increases, contributed to the total overrun.

Copies to.
AW PARSSON
FB KLAUSE
LH YOUNG
CH MAISON
ID MERCHANT
LR CHANDLER
BE BROWN
JE HOLCOMB

CONSTRUCTION DIV
AUG [illegible]
NOTED [illegible]

The purpose of this letter is to inform you of these facts and it is our intention to prepare an appropriate supplement to the agreement mentioned above which will be forwarded to you for execution in due course.

Very truly yours,

HM Williamson
fw

A

FORM E-30 50M 3-65 SP*6470-734

J-5-1(55)06

6441

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 26, 1965
Salem, Oregon

SUBJECT: Slides on I-5
Construction in Siskiyou Mountains

To: Mr. F. B. Klaboe
Assistant Construction Engineer

BUILDING

As requested, an inspection of the I-5 construction from South Ashland to the California Line was made on July 14 and 15 for the purpose of determining slide conditions and adequacy of construction. This inspection was made in company with R. J. VanCleave, Division Soils Engineer, Jack McCormick, Resident Engineer, and Bill Brown, Resident Engineer.

Foundation problems under the tremendous fills on this section were anticipated. Heroic efforts were employed (see copy of attached letter to BPR re - overrun in embankment foundation on Siskiyou Station-Siskiyou Summit Section) to assure stable fill foundations. At the time of inspection all completed or partially completed fills appeared to be stable, with some vertical settlement (several inches) in evidence which was attributed to consolidation.

Cut failures have bean relatively minor and I believe have been or will be adequately handled.

A review, section by section, as observed at the time of inspection, is as follows:

SOUTH ASHLAND INTERCHANGE-WALL CREEK, Contract No. 6241, Peter Kiewit Sons' Co., Contractor - 1,776,000 cu. yds. Exc.

Grading and surfacing completed. Minor fill settlements withstood epic floods in good shape. To the left of Station 290 near the toe of a fill slope some sluffing of slope has occurred. This will be corrected by a rock inlay. Depth to solid 5 to 6' -- the sluffing area is outside the main embankment foundation area which had been sub-excavated, and does not effect the integrity of the main fill.

REFERRED TO
Cooper - info only.
By Asst. State Hwy. Engr
W.K.

NOTED

WALL CREEK-SISKIYOU STATION, Contract No. 6454, Slate-Hall, Contractor - 1,791,000 cu. yds. Exc.

Extensive embankment foundation preparation at all locations. This work in progress at time of inspection at Stations 412 and 471 on left. Corrective measures and type of construction are considered thorough and adequate. A cut slide on the right of Station 470 to Station 480 has been repaired satisfactorily.

SISKIYOU STATION-SISKIYOU SUMMIT, Contract No. 6360, Slate-Hall, Contractor - 3,502,000 cu. yds. Exc.

This grading project completed and accepted by BPR on July 22. Some one million cu. yds. of embankment foundation excavation has apparently produced stable fills. While not apparent from observation the fill at Station 630 has been checked for 4 inches of consolidation settlement. To the left of Station 542, again outside the foundation excavation area and main fill, cracks were observed in a waste material area. VanCleave will check foundation conditions before corrective measures. Considerable grading remains to be done to complete the Siskiyou Interchange complex. This work is a part of the Peter Kiewit Sons' surfacing project. Very unstable conditions are obvious here. The problems will be handled based on previous experience.

This section includes the summit cut. Spalling of slopes can be expected here due to nature of material. No major failure is expected.

SISKIYOU SUMMIT-CALIFORNIA LINE, Contract No. 6386, Heintz-Kizer, Contractors - 7,306,100 cu. yds. Exc.

At the time of inspection an estimated 80,000 to 100,000 cu. yds. of excavation remained northerly of Bear Creek. Southerly of the Bear Creek fill grading had been virtually completed. In the fill at Station 750 a settlement of some 12 inches had been restored to grade during finishing operations and the fill now appears "set". The Bear Creek fill was completed to the last few feet. Embankment foundation here was carried to solid, and the fill should remain stable. Minor cut failures were encountered and effectively handled.

The work on this entire section has been referred to as spectacular. Certainly it is tremendous. (Plan quantities of 14,485,000 cu. yds.) It appears at this time the pre-construction planning and on-the-job handling of problems has produced a satisfactory product.

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachment
cc: L. R. Chandler
Jack McCormick
Bill Brown
R. J. VanCleave

NOTED
F. B. KLABOE

RECEIVED
JUN 15 1965

FOR FILING

6451

1

Salem, Oregon
June 14, 1965

Mr. L. R. Chandler
Division Engineer
Oregon State Highway Department
P. O. Box 1128
Roseburg, Oregon 97470

Attached is a copy of the Southern Pacific Company's estimate for repair of damage to signal equipment caused by the contractor's operation.

This item is not properly includible in the $33,000 railroad protection costs. We have charged it to the contractor, and you should deduct it from his next contract estimate.

C. H. Maison
Controller

By:
Jess Jones
Utility Auditor

JJ:jc

Attachment

cc: Bill E. Brown
Resident Engineer

8/63 7500 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W LY REPORT OF LABOR A ATERIAL USED

Project Wall Creek Underpass Location Siskiyou - Ashland G.M.O. No. 92614

Gang Signal #8 Report No. 3 ~~Daily~~ or Week Ending March 6 1965

Sub-Division of Work Class of Labor	A 1	B 2	C 3	D 4	E 5	F 6			Hours	Rate	Amount
Foreman ST	—	8	—	—	—	—			8	3.3316	26.65
" OT	—	3	—	—	—	—			3	4.9974	14.99
Reg. Signalmen ST	—	32	—	—	—	—			32	2.9288	84.72
" " OT	—	12	—	—	—	—			12	4.3932	52.72

Total Labor 179.08

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Gasoline for truck	22 gal	19							4.18
TRUCK [illegible] Mi									12.25

Contractor is Responsible for this damage & should pay for repair

Total Material 195.51

Equipment	Equipment Hours * A	B	C	D	E
SH-198, 2 Ton Line Truck		175	07		1225

Description of Work
A
B Repairing Signal Cable damaged
C by construction equipt.
D
E Truck used to transport men
F and equipt.

* Note: Also report locomotive and automobile miles.

Correct D P Caporilla - Eng. Insp.
Title-S. P. Co.

Approved B. E. Brown
Res. Engr. State Highway Dept.

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JUN 8 1965
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6454

SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 4, 1965

SUBJECT: Wall Cr.-Siskiyou Station Section
Contract No. 6454
Quarry Royalty, State Force Order No. 4

To:
Mr. C. H. Maison
Controller
BUILDING

ATTENTION: Mr. D. B. Taylor

The following is in response to your June 2 letter to Mr. Rohde requesting clarification of certain details concerning payment of royalty for rock taken from quarry property leased from Woodland By-Products Company.

1. The 17,292 cubic yards for which payment is being processed was removed during the first three months, through March 31, 1965.
2. Additional material to be paid for under the subject order was removed in April and May, for which an accounting will be made.
3. The above is the only material removed from the leased area. The rock used on another project was taken from a different part of the quarry which is owned by the United States.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fp

cc F. B. Klaboe
L. R. Chandler
Leslie B. Hampton

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JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30X—30M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1965

SUBJECT:

To: Mr. George Rohde
Chief Counsel
Building

Attention: Leslie B. Hampton

Attached is a copy of a letter pertaining to material taken from property owned by Woodland By-Products Company under terms of Lease and Sale of Road Materials, files Nos. L-4244 and R-34878.

We are processing this claim to pay direct to the owner of the property the royalty due on 17,292 cubic yards of material as reported by the Resident Engineer Bill E. Brown. From the information we have, we are unable to determine to what date this material was taken. Can you obtain this information and advise the property owner?

The Resident Engineer has indicated that the cost of the material taken is to be charged to the Wall Creek-Siskiyou Station Section of Pacific Highway on contract No. 6454 which is a Federal-Aid project on Interstate 5. In your letter to Mr. F. D. Morgan of December 30, 1964, you state "To date, we have removed approximately 50,000 yards of material from subject, based on a preliminary estimate by Bill E. Brown. Contractor Earl Lininger used the material for base material on the "Mt. Ashland Ski Road Property"." Is their any possibility that there is confusion as to the exact quantities of material we have taken from this leased property?

In accordance with the request in the last paragraph of the attached letter, we are making our payments, and will address all further communications, direct to the property owner at Woodland, California.

C. H. Maison
Controller

By: D B Taylor
D. B. Taylor
Assistant Controller

DBT:jc

Attachment

cc: F. B. Klaboe
F. D. Morgan

NOTED
F. B. KLABOE

RECEIVED
JUN 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CARL E. RODEGERDTS
E. L. MEANS
OLIVER J. NORTHUP, JR.
FREDERICK R. ESTEY

RODEGERDTS, MEANS & NORTHUP
ATTORNEYS AT LAW
618 COURT STREET
WOODLAND, CALIFORNIA 95696

May 28, 1965

Oregon State Highway Department
State Highway Building
Accounting Division
Salem 10, Oregon

Re: Woodland By-Products Company
Lease and Sale of Road Materials

Gentlemen:

Submitted herewith is the claim of Woodland By-Products Company for $1,383.36 as per the attached invoice for material removed from property owned by Woodland By-Products Company in Oregon.

Under the lease and sale agreement which was finally entered into between the State of Oregon and our client, Woodland By-Products Company, the State was to account quarterly for material removed from the subject property. Thus far, we have only one invoice dated March 1, 1965 for 17,292 cubic yards. We had previously been informed that we might expect an invoice and accounting for materials taken as of December, 1964. I would like to have a clarification as to whether the invoice dated March 1, 1965, represents all materials taken up to the date of the invoice, all materials taken up to some date prior to the date of the invoice, or whether there were materials previously taken not included in the invoice dated March 1.

It was not our understanding at the time that the lease and purchase agreement was entered into that it would be necessary for Woodland By-Products Company to submit a formal claim in order to receive payment for materials taken. However, if this is to be the procedure, we request that you submit to us the claim form at the same time that you forward our first copy of the invoice.

Hereafter, in communicating with Woodland By-

Products Company, please write directly to the company at Post Office Box 299, Woodland, California, 95696.

Yours truly,

RODEGERDTS, MEANS & NORTHUP

By Oliver J. Northup, Jr.

OJN:vj

Enc.

RECEIVED
MAR 31 1965

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

N E Martin
U.S. Bureau of Public Roads

Project Name	Wall Creek-Siskiyou Station	Date	March 8, 1965
Highway	Pacific	Contract No.	6454
County	Jackson	Prefix	615-1015
Contractor	Slate-Hall	F. A. Project No.	I-5-1(55)06
Address	11655 S.W. Barbur Blvd., Portland 23, Oregon	Order No.	6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove slide areas. Embankment slide at Station 410 and cut slide at Station 470 are quite complex. They are still being studied to ascertain necessary corrective measures. It is anticipated that the material to be removed from the embankment slide will have to be handled twice.

Location by station numbers:

Throughout project and in particularly Station 410 and 470.

Estimate of quantities and cost:

Equipment Rental	$35,000
Labor	15,000
Total	$50,000

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Contractor will not perform this work at bid price due to complexity of work. The poor accessibility and the quantities involved makes the contract bid price inadequate for this work, funds for this work provided for in the contract. Work has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,368,007.56
Present estimate of project cost, including $50,000 for work under this order	$3,368,007.56
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ B. E. Brown
Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer or Assistant State Highway Engineer~~
Office Engr.

State Printing

Copy To Young
3-31-65

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MAR 2 1 1965
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APPROVED
Contingent on [illegible] of
project [illegible] additional
MAR [illegible] 1965 M E Martin

Form E-108-5M

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Wall Creek-Siskiyou Station
Date March 8, 1965
Highway Pacific
Contract No. 6454
County Jackson
Prefix 615-1015
Contractor Slate-Hall
F. A. Project No. I-5-1(55)06
Address 11655 SW Barbur Blvd., Portland 23, Oregon
Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair storm damage throughout project. Repair random fill which was damaged by slide at Station 499. Also, clear and repair culvert at this location plugged by debris. Culvert is still plugged, creating a pond which obscures exact nature and extent of damage.

Location by station numbers:

Station 403+50 to Station 513+33.

Estimate of quantities and cost:

Equipment Rental	$3,000.00
Labor	1,000.00
Total	$4,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Storm damage was of major proportions and Contractor should not be expected to take care of this damage. This work has not been started. Contractor will not perform this work at bid prices due to complexity and concealed nature of work.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,368,007.56
Present estimate of project cost, including $ 4,000.00 for work under this order	$3,368,007.56
Expected under-run over-run amount	$ None
Expected under-run over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ B. E. Brown
Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer or Assistant State Highway Engineer~~
Office Engineer

State Printing

Copy To Young
3-31-65

Form [illegible]

RECEIVED
MAR 30 1965
FOR FILING

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date MAR 10 1965 /s/ M. E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Wall Cr.-Siskiyou Station
Date March 8, 1965
Highway Pacific
6454
Contract No. 6454
County Jackson
Prefix 615-1015
Contractor Slate-Hall
F. A. Project No. I-5-1(55)06
Supplement No. 1
Address 11655 S.W. Barbur Blvd., Portland 23, Ore.
Order No. (1)

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

State's Participation in Flagging

Location by station numbers:

403+50 - 513+33

Estimate of quantities and cost:

Original EWO #1	$ 18,000.00
Additional Request	10,000.00
Lump Sum Total -	$ 28,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As provided in contract agreement. Original EWO #1 for $18,000 will be inadequate, an additional amount of $10,000 will be needed to complete project.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$3,368,007.56	
Present estimate of project cost, including $10,000 for work under this order	$3,368,007.56	
Expected under-run over-run amount	$ None	
Expected under-run over-run per cent	None	

Submitted by: /s/ B. E. Brown
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

State Printing

Copy to Young
3-30-65

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MAR 10 1965
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6424

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 2, 1965

Southern Pacific Company
65 Market Street
San Francisco, California 94105

Attention: Mr. J. A. Holmes

RE: Approval of Railroad Work
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)66
Your File: 912[illegible]/523
C-S.[illegible]-66-5

Gentlemen:

We have received your letter of February 18, 1965 transmitting the prints of your Shasta Division Drawing No. L 3073 [illegible], Sheet 1, as revised on February 12, 1965. This supplements the information contained in this same drawing as revised on July 6, 1964 which was attached to the Railroad-State Agreement dated July 14, 1964.

This agreement and supplemental information submitted with your letters of September 17, 1964 and February 18, 1965 has been reviewed and approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with all work as outlined in Exhibit "A" of the agreement as of February 26, 1964.

Reimbursement for work performed subsequent to February 26, 1965 will be made subject to the provisions of PPM 30-3 and all supplements thereto upon receipt of your billing. Please be sure to include the beginning and completion dates of your work in the bill.

You will recall in our letter of September 18, 1964 we included a legal description of access to be relinquished to the State as you requested in your letter of August 6, 1964. To date we have received no reply to that letter. May we expect a reply in the near future?

Very truly yours,

F. D. Morgan
Construction Engineer

By SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

RECEIVED
MAR 3 1965
OFFICE OF

TWL:fp
cc Southern Pacific Co.
Dunsmuir, California
Attn: Mr. R. R. Baymiller
A. W. Parsons
L. P. Shaw
L. H. Young
I. O. Merchant
C. H. Maison
L. R. Chandler
B. E. Brown
P. R. Barnhart

RECEIVED
MAR 10 1965

6424

477 Cottage Street, N.E.
Salem, Oregon - 97301

February 26, 1965

08-35.4-EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Doe
Eng. Coordinator

By:

A. W. Parsons, Division Engineer
Salem, Oregon

T. Doe
Engineering Coordinator

Oregon Project I-5-1(55)06, Wall Creek-Siskiyou Station Section
Southern Pacific Railroad Agreement

As requested by Mr. Litchfield's February 24, 1965 letter and supported by this and previous letters we hereby approve the railroad agreement and authorize you to proceed with the railroad work effective this date.

NOTED
LLOYD P. SHAW

Original To Young
3-10-65

RECEIVED
MAR 2 - 1965

FOR FILING

NOTED
LLOYD P. SHAW

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 24, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Railroad Agreement SP Company
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-51(55)06

Dear Sir:

This is in further reply to your letter of September 16, 1964 and also to your letter of February 5, 1965, in which certain additional information is requested concerning this subject. Herewith you will find two prints of Sheet No. 1 of the Southern Pacific Company, Shasta Division, Drawing L3073H as revised on February 12, 1965. On this drawing the railroad has shown the existing and proposed location of their signal line as you requested in your letters of September 16, 1964, June 26, 1964 and June 12, 1964. You will note the revision in the signal lines is shown to be underground throughout the portion of track passing over the freeway. This should satisfy Item #4 of your September 16 letter.

You can see the railroad proposes to use the conduit shown on the bridge plans, the installation of which is covered by our Price Agreement No. 1. By a copy of this letter I am requesting our Mr. Young to resubmit this Price Agreement for your review and request retroactive approval effective January 27, 1965.

The status of the other information requested in your September 16 letter is as follows:

Item #1: The estimate for the one year maintenance of the relocated railroad was sent to you with my letter of September 21, 1964.

Item #2: The supplemental agreement for protective services was discussed at our October 7, 1964 conference and it was agreed at that time to make a supplemental agreement when it is determined that the railroad protective costs would overrun the amount originally set forth in Exhibit "A" of the railroad agreement dated July 14, 1964. So far there has been no need for a supplemental agreement.

Item #3: A supplemental agreement covering the control of access between the railroad and highway will be submitted to you when it is received from the railroad. We sent the railroad a description of the land to which they are relinquishing access in our letter of September 18, 1964, a copy of which is in your files. So far we have received no reply from the railroad.

We request your approval of the railroad agreement and authorization to proceed immediately with the work to be done by railroad forces.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

encs.

cc: L. P. Shaw
L. H. Young
C. H. Maison
L. R. Chandler
B. E. Brown
P. R. Barnhart

[illegible]-2708-[illegible]

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

February 18, 1965

IN REPLY PLEASE REFER TO
912504/323
C-SH-63-5

Mr. F. D. Morgan (3)
Construction Engineer
State Highway Department
Salem, Oregon 97310

Attn: Mr. T. W. Litchfield
Utilities and Liaison Engineer

Dear Sir:

Reference is made to recent telephone conversation with our Mr. Wimp relating to proposed signal pole line alterations proposed in connection with State Highway Project No. I-5-1(55)06, involving reconstruction of the Wall Creek Underpass.

Under separate cover we are forwarding a sepia reproduction and two prints identified as Shasta Division Dwg. No. L3073H, Sheet 1, revised Feb. 12, 1965. This drawing has been revised to indicate in some detail the proposed permanent alterations to our signal pole line and facilities. To help clarify this matter on the two attached prints, you will note the existing facilities to be removed have been colored yellow and the proposed facilities to be installed are colored red.

We hope that this sepia will be satisfactory and will serve the purpose for which it is intended.

Yours very truly,
H. M. WILLIAMSON
Per R.C.N.

FEB 2[illegible] 1965

RECEIVED
NOV 20 1964
FOR FILING

[illegible]

Shaw

NOTED
LLOYD P. SHAW

CON RSB 308 11-19-64 4 55

F D MORGAN

RECEIVED FOLLWING TT FROM B E BROWN

BPRR CLOSED AT WALL CREEK DUE TO BLASTING AT 3:00PM. ANTICIPATE IT TO BE OPEN AT 5:30 PM THIS DATE. NO TRAIN DELAYS OR RAIL DAMAGE.

L R CHANDLER
LF 1,4

1117

NOV 20 [illegible]

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed By
M. E. Martin
Dist. Engineer

November 10, 1964

08-35.4-DB

A. W. Parsons, Division Engineer
Salem, Oregon

By:
M. E. Martin
District Engineer

Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Order for Extra Work No. 3, Contract No. 6454

Copies of letters from Resident Engineer Bill Brown and assistant Division Engineer John Quiner submitted with Mr. G. L. Decker's letter of November 2 regarding the accumulated debris in the box culverts noted in Order for Extra Work No. 3, indicate that the debris existed prior to the letting of the subject contract.

Therefore as noted in the penultimate paragraph of our October 12 memorandum the cost of removing the debris is not eligible for Federal participation, but is properly the responsibility of maintenance forces.

Original to [illegible]
[illegible]

FORM E-30 [illegible] 11-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 26, 1964

SUBJECT: Extra Work Order No. 3
(Explanation of)
Wall Creek-Siskiyou Station
Jackson County
Contract No. 6454

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attention: E. A. Pease

Attached herewith is a self-explanatory letter from Bill E. Brown, Resident Engineer on the subject project explaining the debris in the existing box culverts. It is Mr. Brown's belief that the debris did exist prior to the contractor commencing work on this project. Cleaning of the culverts at Station 433+50 has already been performed. No work has been performed in the box culvert at Station 440+50 at this time.

From past experience in extending box culverts in this area, it is absolutely necessary that these culverts be cleaned of all debris before they are extended. On a similar installation, the culvert was not checked before extending and the first storm in the fall completely blocked the pipe because the debris had not been removed. Whether the BPR sees fit to participate or not, this work will still have to be done.

John Quiner II
John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf
Attach.

CONSTRUCTION DIVISION
RECEIVED
OCT 27 1964
NOTED-

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Ashland, Oregon
October 20, 1964

SUBJECT: Explanation for Extra Work
Order No. 3
Wall Creek - Siskiyou Station
Contract No. 6454
Jackson County

To: John Quiner
Ass't Div. Engr.
Roseburg, Oregon

In answer to your letter of October 16, 1964 regarding the debris found in the existing box culverts on the subject project. It is my firm belief that this debris existed in the mentioned box culverts prior to the contractor commencing work on the project.

To date the box culvert Sta. 433+50 has been cleared of debris at the cost of approx. 70 man hours of labor. No work has been performed in the box culvert Sta. 440+50 and the expense of removing debris at this location could run as much as 4 times the cost of other location.

B.E. Brown
Bill E. Brown
Resident Engineer

RECEIVED
OCT 14 1964
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477 Cottage St. N.E.
Salem, Oregon 97301

October 12, 1964

08-35.4-DB

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-1(55)06
Order for Extra Work No. 3
Remove Debris from Existing Box Culverts

Our Regional Office has returned the subject Order for Extra Work and questions the eligibility of the work for Federal participation, since it appears that the accumulated debris may have existed in the box culverts prior to the letting of the current contract.

If this condition did exist prior to the letting of the contract, the debris removal would properly be the responsibility of maintenance forces and therefore not eligible for Federal participation in the cost thereof.

Please advise us relative to this matter at your earliest convenience.

Original To [illegible]
10-[illegible]-64

[illegible]
LLOYD [illegible] SHAW

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OCT 1 3 1964
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477 Cottage St. N.E.
Salem, Oregon

October 8, 1964

08-35.0HC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: I. D. Merchant, Bridge Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

Oregon Project I-5-1(55)06, Wall Creek-Siskiyou Station
Consultant Agreement: Pittsburg Testing Laboratory

You were authorized to advise the subject consultant to proceed with the work on this project effective September 18, 1964 subject, however, to execution of the certificate required by PPM 40-6(3) dated September 10, 1964.

Mr. Merchant's October 5, 1964 letter transmitted properly executed copies of this certificate. We hereby approve the agreement effective this date, as submitted by Mr. Merchant's September 10, 1964 letter under the provisions of PPM 40-6 and supplements thereto.

Orig to Merchant
10-12-64

RECEIVED
OCT 12 1964
FOR FILING

FILES

STATE COPY - Stoy Shaw

477 Cottage Street, N.E.
Salem, Oregon - 97301

Please read before Oct 7, 1964

October 5, 1964

08-35.EC

T. Dec, Engineering Coordinator
Salem, Oregon

Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Railroad Agreement

The agreement and handling thereof for the subject project was "the straw that broke the camel's back" which resulted in the Southern Pacific's August 18, 1964 request for a joint conference now scheduled for October 7, 1964.

A preliminary conference regarding this situation was held with State representatives on October 1. Items 1 and 2, change in special provision to conform to Public Roads' PPM's as requested by the railroad and conveyance of Interstate access rights eight years after such a procedure should have been started are pretty well resolved. Items 3 and 4, railroad estimates and plans, need further discussion and support of the State's Bridge Division.

A historical summary of the situation on the Wall Creek railroad undercrossing shows the difficulties being encountered.

First we violated the provisions of subparagraph 23d of PPM 21-10 by authorizing the State to advertise the project on June 2, 1964 without even having a proposed railroad agreement. When we received the railroad agreement on June 12th we immediately advised the State in our memorandum of the same date that among other unacceptable features, its estimate of $33,000 and the railroad's estimate of $10,000 for protective services would not be considered to be in close agreement and that we couldn't authorize the railroad to proceed with work by its own forces until we got its plans for communication and signal work etc. as well as a more detailed estimate. We were concerned about how the railroad would carry its lines across the wide span of highway so we wouldn't end up with poles in the median etc. unless it was absolutely necessary. I checked with Roy Tokerud and he didn't know. The agreement had nothing in it except a lump sum cost for such work.

We concurred in award on June 26, 1964, again pointing out the deficiencies of the railroad agreement. The bundle of correspondence continued to grow without completely resolving much except to set up the pending conference. The State's Office Engineering Section then routinely sent us the executed copies of the agreement for approval as if all problems had been resolved, on September 4 without the knowledge of the State's Utility

Liaison Section so we again advised the State on September 16th that we couldn't approve the agreement and authorize the work. Anyway it now develops that the State's bridge designers had some sort of railroad plans for the communication and signal lines because they hid a conduit across the structure in the plans without the Highway Department's knowledge. Consequently, there is nothing on the plans as to who is to put in the conduit and nothing in the special provisions as to how it will be paid for. There was no reason for the Bureau to question the need for the conduit since no cost was involved. Undoubtably if the contractor puts in the conduit it would have to be done under price agreement or extra work order at a cost more than under a competitive bid situation. Under these circumstances and since we can't tell whether the cost of the conduit is included in the estimate of the railroad's work I can't see how Interstate participation could be approved for an extra work order. If we had a more detailed railroad estimate and any sort of a railroad plan we could have called this oversight to the State's attention as we normally do if they get the P.S. & E. in to us so we have time to look them over. Anyway, this situation clearly shows why we need more detailed estimates and plans for an engineering review. The railroad work under this project could have ended up to be an auditor's "bonanza" with citations so numerous that an entire file drawer would be necessary to hold them. Possibly the State should hire a consultant to review railroad work since it doesn't appear that it all can be done by the Utility Liaison Section along with right of way and numerous other duties assigned to the section. At the present time it doesn't look like we will have any alternative except to hold up authorizations of advertising of the construction or concurrence in award of contracts affected by railroad work while somebody tries to figure out what is in the railroad estimate and approximately what they plan to do.

RECEIVED
OCT 26 1964

FOR FILING

Form [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Wall Creek-Siskiyou Station
Highway: ~~Pacific~~ 1441
County: Jackson
Contractor: State-Hall
Address: 7505 S. W. 40th Ave., Portland 19, Ore.

Date: Sept. 30, 1964
Contract No.: 6454
Prefix: 615-1015
F. A. Project No.: I-5-1(55)06
Order No.: [illegible]

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish and install direction signing as required.

Location by station numbers:

Station 403+50 to Station 513+33

Estimate of quantities and cost:

Materials	$ 175.00
Labor	100.00
Equipment Rental	25.00
Total	$ 300.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

For the furnishing and installing directional signing as required throughout the project. Funds included in the Project Authorization.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization: $3,368,007.56
Present estimate of project cost, including $300.00 for work under this order: $3,368,007.56
Expected under-run / over-run amount: $ None
Expected under-run / over-run per cent: None

Space to right of this line is for use of Salem Office

Submitted by: /s/ B. E. Brown
B. E. Brown, Resident Engineer

Approval Recommended: /s/ John Quin[illegible] II
Asst. Division Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

Copy To Young
10-26-64

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OCT 2 1964

Pacific Coast Division

BERKELEY • LOS ANGELES • SACRAMENTO • PORTLAND • OLYMPIA

THE ASPHALT INSTITUTE

Executive Offices and Laboratories • University of Maryland • College Park, Maryland

RECEIVED
OCT 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

I-5 [illegible] 010
CARL S. LARSON
DISTRICT ENGINEER

6454

THE SYLVAN BUILDING
2035 S. W. 58TH AVENUE
PORTLAND 1, OREGON

September 25, 1964

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Center & Capitol Streets
Salem, Oregon 97310

NOTED
E. S. HUNTER

Dear Mr. Cooper:

Upon examining the Special Provisions of some recent Interstate projects, I found that a 100-120 penetration grade asphalt is being specified for asphalt concrete curbs. Another feature was the contractor's option of using a Class "C" mix or a special 1/4"-0" mix.

The projects I examined were:

(1) Wall Creek-Siskiyou Station Section of I-5 in Jackson Co.
(2) Coyote Creek-Grave Creek Section of I-5 in Josephine Co.
(3) Siskiyou Station-California Line Section of I-5 in Jackson Co.

The 100-120 penetration asphalt is not one of the standard grades covered by the Uniform Pacific Coast Specifications which Oregon has adopted and would therefore require a special order. A harder grade of asphalt is generally used for this purpose. Our recommendation is preferably the 60-70 pen. grade, with the 85-100 pen. being the second choice.

As to gradation of the mix, the Class "C" mix should produce the better curb. The 1/4"-0" gradation could be a very critical mix, as to stability, especially if slightly over-asphalted. Because asphalt curbs do not get as much compaction as asphalt pavements, curb mixes normally require 0.5 to 1.0 percent more asphalt than paving mixes to obtain sufficient cohesion and lower void contents.

In summary, it would be our recommendation to change the asphalt from 100-120 penetration to either the 60-70 or 85-100 penetration grade. Also to use the Class "C" mix in preference to the 1/4" minus mix.

Hunter

NOTED
E. S. HUNTER

NOTED
TO [illegible]

NOTED
E. F. Chidsey

Mr. Forrest Cooper
Page 2
September 25, 1964

I have taken the liberty of sending copies of this letter to your engineers listed below. Also enclosed for your information is our publication SS-3, "Specifications and Construction Methods for Asphalt Curbs and Gutters."

If there is any further information on this subject that we can provide, please feel free to call on me.

Sincerely,

Carl S. Larson

CSL:lc
Enc.

cc: Mr. R. L. Porter
Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. F. D. Morgan
Mr. L. H. Young
Mr. G. W. Harra

RECEIVED
SEP 23 1964

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

September 18, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

ATTENTION: Mr. I. D. Merchant, Bridge Engineer

08-35.EC

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

Oregon Project I-5-1(55)06, Wall Creek-Siskiyou Station
Consultant Agreement: Pittsburg Testing Laboratory

We regret that we will be unable to approve the subject agreement furnished this office with Mr. Merchant's September 10, 1964 letter because of very recent instructions received from our Washington office.

Amendment 3 to PPM 40-6 dated September 10, 1964 states in part:

> "Effective as of September 10, 1964, and thereafter agreements with consultants.... shall not be approved by Public Roads unless the agreement is accompanied by a certificate.... executed by a principal officer of the consultant firm...."

We are attaching copies of this amendment for your use, and you will note that the certificate required has been reproduced as Attachment 1 to PPM 40-6(3).

We will, however, authorize you to proceed with this work, effective this date, with the understanding that approval of the agreement and Federal participation will be subject to our receipt of the properly executed certificate. We are holding the agreement in our files.

Attachments

NOTED
P. M. [illegible]SON

Orig. to Merchant
with copy of attachments
9-21-64

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Washington, D. C. 20235

POLICY AND PROCEDURE MEMORANDUM

Transmittal 15
September 10, 1964
32-01

1. MATERIAL TRANSMITTED

Amendment (3) of Policy and Procedure Memorandum 40-6.

2. EXISTING ISSUANCES AFFECTED

Section 6, Approval of Agreements, of PPM 40-6, dated May 20, 1960, is supplemented by the addition of a new Subsection e.

3. COMMENTS

This memorandum supplements the original issuance by the requirement that all future consultant agreements be accompanied by a certificate executed by the principal officer of the consultant firm pertaining to the Federal-aid projects involved.

Rex M. Whitton

Rex M. Whitton
Federal Highway Administrator

Distribution
Basic

U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

POLICY AND PROCEDURE MEMORANDUM

Transmittal 15
40-6(3)
September 10, 1964

EMPLOYMENT OF CONSULTANTS

Section 6, Approval of Agreements, is hereby supplemented by the addition of a new Subsection e as follows:

e. Effective as of September 10, 1964, and thereafter, agreements with consultants for engineering services for Federal-aid projects shall not be approved by Public Roads unless the agreement is accompanied by a certificate of the form described in the attachment to PPM 40-6 under Division II, Section 4a, executed by a principal officer of the consultant firm retained for the Federal-aid project involved.

Section 4, Miscellaneous Provisions, Subsection a, Covenant Against Contingent Fees, contained in the Attachment to PPM 40-6 dated May 20, 1960, is hereby supplemented by addition of the following paragraph and sample form for "Certification of Consultant":

Effective as of the date September 10, 1964, each agreement presented by a State Highway Department to Public Roads for approval for participation with Federal-aid highway funds shall be accompanied by a certificate executed by a principal officer of the consultant firm retained for the Federal-aid project involved, such certificate to be as shown by the attachment hereto titled "Certification of Consultant."

Rex M. Whitton
Federal Highway Administrator

Form of Certificate to accompany all Engineering Agreements presented for approval by Public Roads on and after September 10, 1964

See Division II, Section 4a, of Attachment to PPM 40-6, dated May 20, 1960, as supplemented September 10, 1964.

CERTIFICATION OF CONSULTANT

I hereby certify that I am the ______(title)______ and duly authorized representative of the firm of ____________________, whose address is ______________________________, and

That, except as expressly stated and described herein, neither I nor the firm of ____________________ has, in regard to Contract (State identification number) with the State of __________, Federal-aid project ____________________,

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned consulting firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned consulting firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exceptions, if any):

I acknowledge that this certificate is to be furnished to the State highway department and the Bureau of Public Roads, U.S. Department of Commerce, in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

____________________ (Date)

______________________________ (Signature)

RECEIVED
SEP 24 1964
FILING

NOTED
R L PORTER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 18, 1964

Southern Pacific Company
65 Market Street
San Francisco, California

ATTENTION: Mr. H. M. Williamson

Re: Locked Gate Access - Station 443+50
Wall Cr.-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06
YOUR FILE: 912/323
O-SH-63-5

Gentlemen:

This is in reply to your letter of August 6, 1964, concerning this subject. The terms as outlined in the second paragraph of this letter are satisfactory to the State.

Below you will find a legal description of the access to be relinquished as you requested:

> "The Southern Pacific Company relinquishes to the State of Oregon by and through its State Highway Commission all existing, future or potential, common law or statutory abuttor's easements of access between the right of way of the Southern Pacific Company and the Wall Creek-Siskiyou Summit Section of the relocated Pacific Highway between railroad Station 461+00, said Station being 566.71 feet North and 740.68 feet East of the S 1/4 corner of said Section 8, Township 40S, Range 2E, W.M. to railroad Station 503+00 in Section 16, Township 40S, Range 2E, W.M."

Upon receipt of a Deed which is satisfactory to our Title Department to control access through this area, the State will pay $100.00 as you request.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Co.
Dunsmuir, California
ATTN: R.R. Baymiller

A. W. Parsons
L. P. Shaw
L. H. Young
C. H. Maison
W. T. Wright
L. R. Chandler
B. E. Brown
P. R. Barnhart

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

August 6, 1964

REFERRED TO
Litchfield
BY DEPUTY STATE HIGHWAY ENGINEER

Please handle

IN REPLY PLEASE REFER TO

912/323

0-SH-63-5

CONSTRUCTION DIVISION
RECEIVED
AUG 12 1964
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

Further reference is made to your letter agreement dated June 10, file Railroad-State Construction Agreement, Locked Gate Access, Wall Cr.-Siskiyou Station Section, Pacific Highway (I-5), Jackson County, and to my acknowledgment of June 26.

We have now had this access matter reviewed, and the conclusions are that we are conveying an interest in our property, which conveyance should be covered by a deed containing a legal description of the access taken and terms under which the conveyance is made. Such a deed should be recorded in the official records. In accordance with our outstanding policy, we make a nominal minimum charge of $100.00 for administrative costs, document preparation, etc., in connection with such conveyances of a minor nature.

Please advise if the above is acceptable to you and, if so, kindly furnish a legal description of the access to be relinquished by us in Sections 8 and 17 as indicated under Item 4 of your above-mentioned letter agreement. Thereafter, we will solicit our Management's approval and arrange for preparation of a conveyance deed containing terms along the lines outlined in your letter of June 10.

Yours very truly,

H. M. Williamson

RECEIVED
AUG 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

June 26, 1964

REFERRED TO
Litchfield
BY DEPUTY STATE HIGHWAY ENGINEER
Please keep in touch with this

IN REPLY PLEASE REFER TO
912/323
0-SH-63-5

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

Thank you for your transmittal of letter agreement dated June 10, file Railroad-State Construction Agreement, Locked Gate Access, Wall Cr.-Siskiyou Station Section, Pacific Highway (I-5), Jackson County, covering access relinquishment matters.

This matter requires further review by our interested departments and, when conclusions by all have been reached, our Management must be solicited for formal authority to proceed.

We will progress this matter as rapidly as possible, and trust its later closing shall not delay the over-all project.

Yours very truly,

H M Williamson

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
RECEIVED
JUL 1 1964
ED. ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

9

ERS
SON, CHAIRMAN
RIDLEY, MEMBER
PSON, MEMBER

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

CONSTRUCTION DIVISION
JUN 10 1964

AIR MAIL

June 10, 1964

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. H. M. Williamson
Chief Engineer

Subject: Railroad-State Construction Agreement
Locked Gate Access
Wall Cr.-Siskiyou Station Section
Pacific Highway (I-5)
Jackson County

Gentlemen:

Whereas, provision for access was not provided in the construction agreement between "Railroad" and "State" relative to the above-titled section of reconstructed Pacific Highway (Interstate System Highway No. 5), it is proposed that the deficiency be made up by this letter agreement. Whereas, agreement pertaining to access (via a locked gate) is necessary because Railroad and State have a common right of way boundary line and Railroad has been securing access to its right of way from the highway right of way. Unrestricted access from said highway right of way is no longer permitted as said Pacific Highway, State Primary Highway No. 1, has been incorporated into the Interstate System of Highways. Access via a locked gate opposite Highway Engineer's Centerline Station 443+50 is the most feasible means of Railroad obtaining access to its right of way in that area.

Whereas, the parties hereto wish to enter into an agreement reciting the conditions for establishment and use of said locked gate access. It Is Hereby Agreed That:

1. Access by Railroad forces for construction, reconstruction and maintenance of its facilities in Sections 8 and 17 of Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon, shall be via a locked gate in the common boundary fence of Railroad and State on the northeasterly side of said Pacific Highway (Interstate System Highway No. 5) at a point opposite Highway Engineer's Centerline Station 443+50.

2. State shall furnish and install the gate as shown on Sheet 4 of State's Drawing 8V-107 for Wall Creek-Siskiyou Station Section of Pacific Highway, marked Exhibit "A", attached hereto and by reference made a part hereof.

3. Railroad's use of said gate shall be as follows:

   (a) Railroad's use is restricted to Railroad's contractors and employees, agents, licensees and Railroad personnel for performance of construction, reconstruction and maintenance of Railroad's facilities within its right of way.

   (b) Gate shall be kept locked at all times other than when in actual use for passage way.

   (c) Lock and chain for the gate shall be provided by Railroad.

   (d) Stopping or parking of vehicles by persons entitled to use said gate anywhere within the access control lines of the highway is prohibited except while opening or closing the gate.

4. Railroad relinquishes to the State all existing, future or potential common law or statutory abutters' easements of access between the right of way of the Southern Pacific Company and the Wall Creek-Siskiyou Station Section of the Pacific Highway as the same are abutting within Sections 8 and 17, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon.

Please executed both copies of this letter agreement and return one for our files.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
R. L. PORTER
Deputy State Highway Engineer

FC:JNH:jr
Encl.
cc: Ted Litchfield

Approved: State

State Highway Commission

By____________________
R. L. Porter
Deputy State Highway Engineer

Approved: Railroad

Southern Pacific Company

By____________________
(Title)

Attest____________________
Assistant Secretary

RECEIVED
SEP 23 1964

FOR FILING

16444

477 Cottage St. N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 18, 1964

08-35.6-88

A. W. Parsons, Division Engineer
Salem, Oregon

By: N. E. Martin
District Engineer

Oregon Project I-5-1(55)06
Wall Cr.-Siskiyou Sta. Section
State Force Order No. 3

Reference is made to your letter dated September 16, 1964, concerning the subject order covering installation of horizontal drains. We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

A signed copy of the order is returned herewith.

original To Young
with attach.
9-23-64

NOTED
LLOYD [illegible] SHAW

RECEIVED
SEP 17 1964
FOR FILING

September 16, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 234, covering horizontal drains on the Wall Creek-Siskiyou Section of the Pacific Highway in Jackson County, Contract No. 6454 in connection with Federal-Aid Project No. I-5-1(55)06.

Entrapment of water in an old drainage tunnel is causing a slide in the cut immediately south of Calahan Lodge. It is necessary to correct this condition by constructing drains to tap this water.

The contractor is not equipped to do this work, while the State has the necessary special equipment and crew available. The amount of the order and emergency nature of the work make it impractical to let to separate contract.

The total estimated amount of the order is $10,000.00 with Federal participation of $9,000.00.

The order has been verbally recommended for approval by the BPR Area Engineer and the Field authorized to proceed September 10, 1964. Your approval as of that date under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:mb
Enc.

RECEIVED
SEP 21 1964

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

[illegible] September 16, 1964
M. E. Martin
Dist. Engineer

08-35.4-EC

By:

A. W. Parsons, Division Engineer
Salem, Oregon

M. E. Martin
District Engineer

Oregon Project I-5-1(55)06, Wall Creek-Siskiyou Sta.
Southern Pacific Railroad Co. Agreement No. 36150

We are acknowledging receipt of the subject agreement and indentures submitted by Mr. Young's September 4, 1964 letter. We will hold these documents in our file pending resolution of the previously presented problems:

1. An estimate for the one year maintenance of the relocated railroad.
2. A Supplemental Agreement for protective services.
3. A Supplemental Agreement for access control or access relinquishment.
4. More detailed plans.

Reference to our memorandums of June 2, 12, and 26, 1964 should be made.

Authorization to proceed with this work is still being withheld until satisfactory compliance with these requirements.

original To Young
9-21-64

POSTED
LLOYD R. SHAW

RECEIVED
SEP 2 4 1964

~~FOR FILING~~

STATE COPY

APPROVED
Contingent upon [illegible]ification of project a[illegible] additional funds a[illegible]
Date SEP 4 1964 M. E. Martin
Dist Engr
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Wall Creek-Siskiyou Sta.
Date Sept. 4, 1964
Highway Pacific
Contract No. 6454
County Jackson
Prefix 615-1015
Contractor Slate-Hall
F. A. Project No. I-5-1(55)06
Address 11655 S.W. Barbur Blvd., Portland 23, Oregon
Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove debris from existing box culvert.

Location by station numbers:

433+50 and 440+50

Estimate of quantities and cost:

Labor	$ 750.00
Equipment Rental	150.00
Total	$ 900.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The accumulated debris in the old box culverts would plug the pipe extension that will be constructed on the project.

This work has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,368,007.56
Present estimate of project cost, including $900.00 for work under this order	$3,368,007.56
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ W. W. Robertson
Asst. Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer or~~
Office Engineer.

State Printing

Copy To Young
9-24-64

RECEIVED
SEP 3 - 1964

FOR FILING

6154

RAILROAD COMPANY
FILE No.

Salem, Oregon
September 1, 1964

File No. 36150 - Pux 525
Indenture and Agreement
Wall Cr.-Siskiyou Sta. Section
Pacific Highway (I-5)
Jackson County

Mr. L.I. Lindas
Chief Counsel
Office

Attention: Mr. Earl F. Saling
Right of Way Office Manager

We are sending you the original of the easement indenture with the Southern Pacific Company covering the Wall Cr.-Siskiyou Station Section of the Pacific Highway in Jackson County for processing and recording. The original of the construction agreement has been sent to the General Files for filing.

A photo copy of the indenture has been retained in this office pending return of the signed copy.

The Railroad Company has asked to be informed of the recording information for the indenture.

Secretary

rn
Attach: 1

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 14 1964
FOR FILING

6454

August 7, 1964

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

Re: Telephone Line Adjustment
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of August 4, 1964.

Reimbursement for the work performed subsequent to August 4, 1964, in the amount of $660.00, will be made in accordance with paragraph 7-e(3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: L. P. Shaw
A. W. Parsons
L. H. Young
C. H. Maison
L. R. Chandler
B. E. Brown
R. L. Lammert
P. R. Barnhart

RECEIVED
AUG 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 28 1964
FOR FILING
6454

Approved
by M.E. Martin
Dist. Engr.
Aug 10, 1964

REGON STATE HIGHWAY DEPARTME

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Wall Creek-Siskiyou Station — Date August 5 1964
Highway Pacific — Contract No. 6454
County Jackson — Prefix 615-1015
Contractor Slate-Hall — F. A. Project No. I-5-1(55)06
Address 7805 S.W. 40th Avenue, Portland 19, Oregon — Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Additional clearing and pioneering for slide corrections and detours.

Location by station numbers:

Throughout the project and in particular between Stations 460 to 465.

Estimate of quantities and cost:

Equipment - - - - - -	$5,600.00
Labor - - - - - - - - -	2,000.00
Total - - - - -	$7,600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Additional clearing necessary before the removal of slides and in constructing detour around slide area. Work has been started. $100,000 set up in Project Authorization for this type of work.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$3,368,007.56
Present estimate of project cost, including $7,600.00 for work under this order	$3,368,007.56
Expected under-run over-run amount	$ None
Expected under-run over-run per cent	None

Submitted by: /s/ W. W. Robertson
Asst. Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer

Approval Recommended: /s/ L. W. Rulier
Division Engineer

Approved /s/ L. H. Young
Office Engineer

State Printing original copy to Young
8-27-64.

RECEIVED
AUG - 6 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

August 4, 1964

Original signed by
M. E. Martin

08-35.4-DB

By:

A. W. Parsons, Division Engineer
Salem, Oregon

M. E. Martin
District Engineer

Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Sta. Section
Pacific N.W. Bell Telephone Company Utility Adjustment

Our memorandum dated July 22, 1964 approved the agreement for the subject utility adjustment pending receipt of permits to control access from the utility easements. Though your letter indicated that the permits were being submitted to the utility for execution actually the proposed permits had been submitted to this office and were approved on July 21, 1964.

You are authorized to proceed with actual adjustments effective this date.

original To Young
cc Morgan
Litchfield
8-6-64

NOTED
LLOYD P. SHAW

RECEIVED
JUL 30 1964

FOR FILING

J-5-1(55)6

6454

A

CON RSB 504 7-30-64 934A

E A PEASE

REFER: SOUTH ASHLAND- WALL CREEK SECTION

AT 6 AM A PRODUCE TRUCK TRAVELING DOWNHILL LOST ITS AIR AND BRAKES CAUSING IT TO CRASH. ONE MAN WAS KILLED AND ONE SERIOUSLY INJURED. NAME ON THE TRUCK WAS "LITTLE AUDREY". CAUSE OF ACCIDENT WAS NOT RESULT OF ANY OFTHE CONSTRUCTION ACTIVITY.

JOHN QUINER
DLH :,.

NOTED
[illegible] E. SHAW

RECEIVED
JUL 27 1964

FOR FILING
I-5-1(55)06

477 Cottage St. N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Hwy. Engineer
Salem, Oregon

July 22, 1964

Original signed by
M. E. Martin
Dist. Engineer

08-35.2-DB

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin, Dist. Engr.

Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Pacific Northwest Bell Telephone Co. Utility Adjustment

Our memorandum dated June 2, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated June 12, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated July 14, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated July 20, 1964. Reimbursement on an agreed lump sum basis of $660.00 is approved. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

Our program memorandum dated May 26, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. Authorization to proceed with actual adjustments for the above-mentioned utility is withheld until permits or other documents eliminating access rights are submitted to and approved by this office as stipulated in our June 26, 1964 letter.

[illegible]

original To Young
cc Morgan
Litchfield
7-27-64

NOTED
LLOYD P. SHAW

RECEIVED
JUL 17 1964
FOR FILING

FORM E-123
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 15, 1964

Southern Pacific Company
Dunsmuir, California

ATTENTION: Mr. R. R. Baymiller

Re: Estimate for Extraordinary Maintenance
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06
YOUR FILE: 912/323 O-SH-63-5

Gentlemen:

As you know, the above-captioned project requires the replacement of your highway overcrossing structure and the relocation of 1617' of your track near your M.P. 416. On July 8, 1964, I had a telephone conversation with your Mr. McHenry in which we discussed an estimate for your maintenance in excess of normal maintenance for this reconstructed portion of your tracks.

The Bureau of Public Roads has requested, in accordance with paragraph 14b of Policy and Procedure Memorandum 30-3, that we submit an estimate for this extraordinary maintenance. In order for the State to receive Federal-aid for this work we must have an estimate which sets forth the normal annual maintenance for this section of your tracks and also details the anticipated additional maintenance for the one year period set forth in paragraph 6 of the proposed State-Railroad Agreement for this project. This estimate should be detailed as to labor, material and equipment rental.

We realize that estimating an indefinite item such as this extraordinary maintenance is very difficult, but the Bureau of Public Roads requires that a sum of money be set up in advance to justify Federal-aid for this purpose at a future date. Should it develop that the amount originally set up will be overrun

NOTED
[illegible]

a revised estimate must be prepared and further authorization obtained from the Bureau of Public Roads.

Your cooperation in preparing this estimate as outlined above will be greatly appreciated.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company
65 Market Street
San Francisco, California
ATTN: Mr. H. M. Williamson

A. W. Parsons
L. P. Shaw
L. H. Young
C. H. Maison
L. R. Chandler
B. E. Brown
P. R. Barnhart

RECEIVED
JUL 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 2 7 1964

FOR FILING
I 5 1 (55)06

ORIGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name	Wall Creek-Siskiyou Station	Date	July 13, 1964
Highway	Pacific	Contract No.	6454
County	Jackson	Prefix	615-1015
Contractor	Slate-Hall	F. A. Project No.	I-5-1(55)06
Address	11655 S. W. Barbur Blvd., Portland 23, Oregon	Order No.	1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

State's participation in flagging.

NOTED
LLOYD P. SHAW

Location by station numbers:

403+50 - 513+33

Estimate of quantities and cost:

Lump sum - - - - - - - - - - - - - - - - $18,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As provided in contract agreement. Funds included in project authorization.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$3,368,007.56	
Present estimate of project cost, including $18,000.00 for work under this order	$3,368,007.56	
Expected under-run over-run amount	$ None	
Expected under-run over-run per cent	None	

Submitted by: /s/ B. E. Brown
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

original To young with attach.
7-27-64

RECEIVED
JUL 8 1964
FOR FILING

6454

July 3, 1964

Oregon State Highway Commission

Gentlemen:

On the agenda for your consideration at the July 14 meeting will appear the matter of entering into an agreement with the Southern Pacific Company covering construction of the Wall Creek-Siskiyou Station Section of Interstate Route 5 in Jackson County.

In converting this section to Interstate standards, a new undercrossing of the railroad must be built and the railroad alignment modified. In addition to the construction cost, it is estimated that the Railroad will incur $31,500 of expense. This item, as well as the construction cost, is eligible for Federal reimbursement on the normal Interstate ratio. The agreement appears in order and I recommend that it have your approval.

After the agreement was prepared, certain language in Paragraph 7 on Page 4 was slightly altered. It is necessary that the Commission initial this change. This has been cleared with the Railroad by telephone.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query — Also attached are duplicate Indentures which require the Commission's signature.
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. I. Lindas
F. D. Morgan
C. H. Maison

RLP:ms bbc

RECEIVED
FORM JUN 30 1964
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
~~FLOYD [illegible]~~
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Slate-Hall
11655 Southwest Barbur Boulevard
Portland 25, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6454 for the following project:

Grading, stone base, plant-mix bit. base, paving, plate girder struct. and highway signs on Neil Creek-Siskiyou Station Section of Pacific Highway, south of Ashland in Jackson County.

This award was based on your low bid of $2,783,684.50 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SI&C)
I. D. Merchant

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 26, 1964

08-35.EC

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Grade, pave and structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6454 to Slate-Hall of Portland, Oregon, low bidder in the amount of $2,783,684.50 at the June 24, 1964 bid opening.

Mr. Litchfield's June 17, 1964 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project listing two exceptions regarding utility access rights contrary to the advice contained in Mr. Young's letter. As stated in our June 2, 1964 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates as well as the necessary permits are furnished to and approved by this office. It should be further noted that PPM 30-4 is not applicable to removal of Pacific Power and Light facilities. The company should be advised of the provisions of Instructional Memorandum 21-6-63 by an appropriate correction to your Staff Attorney's letter.

The Southern Pacific Company has approved the plans by its June 23, 1964 letter furnished with Mr. Litchfield's June 26, 1964 letter which also furnished adequate justification for one years maintenance of the relocated railroad. However, we note that no amount for such grade correction costs have been specified as required by subparagraph 14b of PPM 30-3.

You indicate that the amount included in the railroad agreement for protective services is unreasonably low. In view of the provisions of the second paragraph of Article 4 of the agreement, a mutually satisfactory supplemental agreement appears to be necessary. Bear in mind that courtesy audits are made only on the basis of approved agreements and supplements thereto. Consequently such deficiencies as well as modification of Exhibit "B" to indicate that part of the protective costs are to be borne by the State would eliminate possible difficulties in obtaining full participation in railroad costs. Exchange of correspondence endorsed by both parties would be adequate for this purpose.

MORE

original To Young
7-3-64

NOTED
LLOYD P. SHAW

Plans necessary for authorization of the railroad work as requested by our June 12, 1964 memorandum need not be elaborate.

The proposed supplemental railroad agreement covering control of access is satisfactory for our approval after conformed copies are furnished.

It should be noted that verification of the "crushed base equivalent" based on the use of equivalent daily 18 kip single axle loads as discussed in our May 27, 1964 memorandum is necessary prior to full agreement on stage construction of the pavement.

RECEIVED
JUN 29 1964
FOR FILING

NOTED
R. L. PORTER

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

I-5-1(55)06

6.45-4

June 23, 1964

IN REPLY PLEASE REFER TO
912/323
0-SH-63-5

CONSTRUCTION DIVISION
RECEIVED
JUN 2 6 1964

Mr. F. D. Morgan (2)
Construction Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

Please refer to your letters of June 2 and 18, and to Mr. Ivan D. Merchant's letter of June 16, relating to revision of bridge design details and specifications, and to special provisions involving our railroad in connection with constructing the Pacific Highway Underpass at Wall Creek, Bridge No. 2011A, Jackson County, Project No. I-5-1(55)06.

We have checked the revised drawings furnished with your Revision Letters #1 and #2 dated June 8 and 16, respectively, and find they are satisfactory with respect to structural details as they relate to Railroad interests. We have now substituted and inserted the revised prints in replacement of identically numbered drawings in the sets of reduced scale construction plans furnished with your letter of June 2. With this substitution of drawings, we return herewith one set of the construction plans and you will note that approval of the plans by Mr. Nissen, Assistant Chief Engineer, is indicated on the cover sheet.

With respect to the Contract Special Provisions, we are unable to approve them for reasons discussed in telephone conversation between Mr. Litchfield and Mr. Kruttschnitt. We therefore suggest that prior to the receipt of bids, you issue an addendum to the Special Provisions, requiring strict compliance with Exhibit "B" attached to the construction and maintenance agreement which we sent to your Mr. Ivan D. Merchant with our letter of June 5.

Mr. F. D. Morgan
Construction Engineer

To further explain our reluctance to accept the Special Provisions as written, we do not feel that they comply with the rather rigid requirements contained in Policy and Procedure Memorandum 21-10(5) dated January 16, 1961. As discussed with Mr. Litchfield, if you can furnish us with a ruling from the BPR that your proposal does in fact comply with PPM 21-10(5), we will then be glad to give further consideration to your suggested new form.

Yours very truly,

Williamson
lw

Enc.

cc: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem 10, Oregon

AW PARSONS (2)
RL PERTLER ✓
LR SHAW
PM STEPHENSON
LH YOUNG
FD MORGAN
LR CHANDLER
BE BROWN
ROY NORTON

6-26-64
I

FORM E-123X 30M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUN 17 1964
FOR FILING

June 16, 1964

Southern Pacific Railroad Company
65 Market Street
San Francisco 5, California

Attention: Mr. Hoss
Bridge Engineer

Gentlemen:

Pacific Highway U'Xing UPRR
at Wall Creek
Wall Creek-Siskiyou Station Section
Pacific Highway
Jackson County
Bridge No. 2011A

Attached are four printseach of Drawing Nos. 19665 through 19677 which are the plans for the construction of the subject crossing.

We have revised these plans and are revising our special provisions to take care of the plan revisions. You will note that we have added the diaphragm beam at the center line of the floor beams, changed the slope of the knee braces, revised the ballast plate according to your suggested cross section and at your request we have eliminated the field splice and reduced the number of web splices to two, and staggered the shop splice of the flange members. These are shown on our Drawing No. 19668 and 19669.

We have changed the ASTM specification of the ballast plate from A36 to A242 weldable steel and called for the walkway to be constructed of checkered floor plate ASTM A242, along with other revisions which are noted on the drawings.

With these revisions we feel we have complied with your wishes in the matter of this structure and herewith submit it for your approval.

Will you please return one set of prints with your approval noted thereon, at your earliest convenience.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

TCR/mm
Attached
cc: Mr. P. M. Stephenson
Mr. Ted Litchfield

NOTED
P. M. STEPHENSON

RECEIVED
JUL 3 1964
FOR FILING

Form PS-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 12, 1964

In reply refer to: 08-35.EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: ME Martin
M. E. Martin
Acting Division Engineer

NOTED
R. L. PORTER

SUBJECT: Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Southern Pacific Company Railroad Agreement

The proposed railroad agreement and indenture for the subject project which was handed to representatives of this office by Mr. Preston has been reviewed and is considered to be generally satisfactory. However, we note that the agreement provides that the State reimburse the railroad company for maintenance of the realigned grade and track, including the structure, during the first year of operation. Subparagraph 14b of PPM 30-3 indicates that in the absence of special circumstances, Federal participation in such costs should be limited to six months under operations of trains. No amount for such grade correction costs has been set up in the agreement nor has justification been provided, consequently, costs reimbursed during the second six months would be non-participating on the basis of the agreement in its present form.

Our June 2, 1964 memorandum authorizing advertising of the project commented on the control of access features in connection with the railroad. We note that the indenture makes no provision to authorize the railroad the use of the locked gate at Station 443+50 and does not include other clauses mentioned previously. We also note that it is not your intent that the entire cost of protection of the railroad's facilities be borne by the contractor in accordance with Item 3 of Exhibit "B". Apparently Exhibit "A" does not include the $33,000 protective service cost involving the contractor to be borne by the State as covered by your special provisions even though Article 2 of the agreement implies that such costs are included. Clarification of these features by modification of the proposed agreement or supplement thereto would be desirable. The agreement will be approved if an understanding is reached on these matters and two conformed copies are furnished after it is signed. Authorization to proceed with work by the railroad company is being withheld pending your submissions of plans for the rearrangement of its communication and signal lines and details of the track work as well as your providing an itemized breakdown for such work as an attachment to your P. S. & E. estimate.

NOTED
LLOYD P. SHAW

cc Young
7-3-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 22 1964
1 FOR FILING

6454

AIR MAIL

June 10, 1964

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. H. M. Williamson
Chief Engineer

Subject: Railroad-State Construction Agreement
Locked Gate Access
Wall Cr.-Siskiyou Station Section
Pacific Highway (I-5)
Jackson County

[redacted]

Whereas, provision for access was not provided in the construction agreement between "Railroad" and "State" relative to the above-titled section of reconstructed Pacific Highway (Interstate System Highway No. 5), it is proposed that the deficiency be made up by this letter agreement. Whereas, agreement pertaining to access (via a locked gate) is necessary because Railroad and State have a common right of way boundary line and Railroad has been securing access to its right of way from the highway right of way. Unrestricted access from said highway right of way is no longer permitted as said Pacific Highway, State Primary Highway No. 1, has been incorporated into the Interstate System of Highways. Access via a locked gate opposite Highway Engineer's Centerline Station 443+50 is the most feasible means of Railroad obtaining access to its right of way in that area.

Whereas, the parties hereto wish to enter into an agreement reciting the conditions for establishment and use of said locked gate access. It Is Hereby Agreed That:

1. Access by Railroad forces for construction, reconstruction and maintenance of its facilities in Sections 8 and 17 of Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon, shall be via a locked gate in the common boundary fence of Railroad and State on the northeasterly side of said Pacific Highway (Interstate System Highway No. 5) at a point opposite Highway Engineer's Centerline Station 443+50.

2. State shall furnish and install the gate as shown on Sheet 4 of State's Drawing SV-107 for Wall Creek-Siskiyou Station Section of Pacific Highway, marked Exhibit "A", attached hereto and by reference made a part hereof.

3. Railroad's use of said gate shall be as follows:

   (a) Railroad's use is restricted to Railroad's contractors and employees, agents, licensees and Railroad personnel for performance of construction, reconstruction and maintenance of Railroad's facilities within its right of way.

   (b) Gate shall be kept locked at all times other than when in actual use for passage way.

   (c) Lock and chain for the gate shall be provided by Railroad.

   (d) Stopping or parking of vehicles by persons entitled to use said gate anywhere within the access control lines of the highway is prohibited except while opening or closing the gate.

4. Railroad relinquishes to the State all existing, future or potential common law or statutory abutters' easements of access between the right of way of the Southern Pacific Company and the Wall Creek-Siskiyou Station Section of the Pacific Highway as the same are abutting within Sections 8 and 17, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon.

Please executed both copies of this letter agreement and return one for our files.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
R. L. PORTER
Deputy State Highway Engineer

FC:RHH:jr
Encl.
cc: Forrest Cooper
cc: Ted Litchfield

Approved: State

State Highway Commission

By______________________
R. L. Porter
Deputy State Highway Engineer

Approved: Railroad

Southern Pacific Company

By______________________
(Title)

Attest______________________
Assistant Secretary

FORM E-20 50M 12-63 04676

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 10, 1964

SUBJECT: Utility and Railroad Adjustments
Wall Creek-Siskiyou Station Section
Pacific Highway - Jackson County
Project No. I-5-1(55)06

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

This is in reply to your letter of June 5, 1964, regarding the Bureau of Public Roads' June 2nd Memo.

Our latest information indicates that Pacific Power and Light Company's poles will no longer be needed at this location, so the adjustment will consist of removal only. This has been taken up with our Legal Division and their easement will be removed by a Quitclaim Deed, which is now being processed.

Pacific Northwest Bell Telephone Company's poles will be relocated at a new location. As soon as we have received their estimate and sketch map we will make up the appropriate "X" permit, which will include any and all accesses from their easement. This method has been discussed with Mr. Dec and is satisfactory with him.

The relinquishment of the railroad's access rights in exchange for a locked gate at Station 443+50 was discussed with the Dunsmuir and San Francisco offices of the Southern Pacific Company by telephone on June 8 and 9, 1964. The San Francisco office indicated they did not incorporate this matter in the Agreement and suggested we handle it by an exchange of correspondence. The Legal Division has prepared the proper letter-agreement and will send it via airmail directly to the San Francisco office today.

The railroad is aware that we need this document signed and returned by June 24, 1964, to avoid delay in awarding the contract, and they have promised to expedite.

F. D. Morgan
Construction Engineer

By Phil G. Preston
Phil G. Preston
(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
Attachments

NOTED
[illegible] P. SHAW

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

Salem, Oregon
June 5, 1964

Mr. F. D. Morgan
Construction Engineer
Building

Attention: T. W. Litchfield

The Bureau of Public Roads' memo regarding the Wall Creek-Siskiyou Station Section, Interstate 5, dated June 2, contains several statements which I would like to have explained.

In the second paragraph, reference is made to two utility crossings which had been previously noted in Mr. Decker's May 26 utility status report. I understand these are Pacific Power and Light and Pacific Northwest Bell lines, both of which are now carried on one set of poles. I have been further informed these involve about $3500 to relocate Pacific Power and Light and $3000 to relocate Pacific Northwest Bell. Are these to be relocated on individual pole lines or carried on one set of poles? What is the status of processing these utility moves at this time?

The third paragraph in relation to Southern Pacific Company's railroad agreement mentions access matters at Station 443+50, including the possible use to be made thereof and the responsibility for providing locks and chains for gates.

It was the Bureau's suggestion that the access matters be incorporated with the Southern Pacific Company's railroad agreement. I have been advised by the Bridge Division that the agreement is being written by the Southern Pacific Company and no copy is available this side of San Francisco. For this reason, we cannot determine definitely that the matters mentioned in the Bureau's memo have been incorporated in that agreement.

Will you please contact the Southern Pacific Company and make this determination. In the event these access provisions are not included in the agreement, set up means at once to have them covered by other documentation, possibly by letter and reference to the plans. If this method is used, be certain that the various requirements of the Bureau are fully indicated on the plans and in the letter.

I would appreciate prompt attention to this matter—in particular that regarding the railroad.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
Attachment

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 2, 1964

In reply refer to: 08-35.2-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

M E Martin
By M. E. Martin, District Engineer

SUBJECT: Oregon Project I-5-1(55)06
Wall Creek-Siskiyou Station Section
Grading, Paving, Structure & Signing

P. S. & E. documents for the subject project including detailed costs for participating railroad protective services have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained for the contractor's occupancy and use, with relocation advisory assistance provided, and further that control of access rights have been acquired as indicated in Mr. Moehring's May 22, 1964 letter except for access to two utility crossings noted in Mr. Decker's May 26, 1964 utility status report. ?

Pole line - 2 utilities
PP&L and Pac NW Bell
1/2 south and 3 [illegible]
Being processed 6-4

The Southern Pacific Company's railroad agreement has not been furnished. Written evidence that the railroad company has approved the design plans should be submitted prior to our concurrence in award. Authorization to proceed with railroad work, other than protective services, is being withheld pending your submission and our approval of the agreement. The agreement should provide relinquishment of the railroad's access rights in consideration for provision of the locked gate at Station 443+50. Further contributions for the railroad's rights of access, if any, are not eligible for Federal-aid participation. Clauses should be included providing that access is restricted to railroad crews; stopping or parking vehicles within the access control lines will be allowed only while opening or closing the gate; and that the gates will be kept locked at all times other than when in use. An indication as to responsibility for furnishing locks and chains also would be desirable.

Status?

Check [illegible]
Not yet received 6-4

We note that fencing is provided for the entire project with practically all the fence located along the right-of-way and access control line. Where warranted, the possibility of erecting fences substantially on a continuous line should be considered even though there may be some irregular right-of-way corners that are outside the fence line.

The use of the May, 1964 Supplemental Standard Specifications for Metal Pipe Materials for Culverts, Siphons and Underdrains; Guide Posts; and Asphaltic Concrete Pavement is approved for this specific project.

NOTED
LLOYD P. SHAW

(more)

Our May 27, 1964 memorandum outlined conditions regarding approval of design and stage construction of the pavement.

Mr. Young's May 28, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Your May 26, 1964 status report of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached and access rights obtained in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 1 - 1964

FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

r. Forrest Cooper, State Highway Engineer
alem, Oregon

May 27, 1964

Original signed by
M. E. Martin
Dist. Engineer

08-33-HC

A. W. Parsons, Division Engineer
Salem, Oregon

By M. E. Martin, District Engr.

Oregon Projects I-5-1(55)06 and I-5-2(32)109
Wall Creek-Siskiyou Sta. and Roberts Mt.-Myrtle Creek Sections
Stage Construction of Pavements

Your revised project base design sheets for the subject projects were received on May 19, 1964. In general, the procedures being utilized are in conformance with requirements outlined in Instructional Memorandum 21-1-62 dated January 11, 1962 for stage construction of through traffic lanes. However, no details were provided regarding shoulder or paved median construction and the economy or appropriateness otherwise of the planned stages of such construction. Acceptable arrangements should be made to provide reasonably adequate interim shoulders or paved medians in such a manner as to minimize later adjustment to provide the ultimate design.

We further note that traffic classifications are still expressed in terms of average daily traffic and the percent of trucks thereof.

Assuming the subject projects are otherwise satisfactory, we will approve the P.S. & E. documents incorporating your new design; however, our agreement on stage construction will be withheld pending your submission of information regarding details and economy or appropriateness otherwise of the ultimate shoulder and paved median designs as well as verification of the "crushed base equivalent" based on the use of equivalent daily 18 kip single axle loads. Revised plans should be furnished for changes in design details after agreement is reached, such as using an outside shoulder with an ultimate asphaltic concrete pavement varying in thickness from 3-1/2 to 2 inches and a maximum thickness of 2 inches on the inside shoulder currently under discussion with your representatives.

Your April 4, 1957 letter offered numerous objections to providing a low curb edge line or a mountable curb for paved medians with guardrail barriers. However, to eliminate the necessity of removing and reinstalling the guardrail when the final wearing surface is placed, serious consideration should be given to placement of the final depth under the guardrail initially providing a slightly raised median only for an interim period.

The asphaltic concrete final wearing surface cost on the subject projects may be included in the 1965 Estimate after the necessary details are worked out and final agreement is reached.

original To Young
cc Morgan
5-29-64

NOTED
LLOYD P. SHAW

FORM E-123X BLM 3-63
RECEIVED
MAY 22 1964
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH B. BRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

[illegible] 11[illegible]/36

6454

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 20, 1964

Southern Pacific Railroad Company
65 Market Street
San Francisco 5, California

Attention: Mr. H.M. Williamson
Chief Engineer

Gentlemen:

Pacific Highway Undercrossing SPRR at
Wall Creek
Wall Creek-Siskiyou Station Section
Pacific Highway
Jackson County
Bridge No. 2011A

Pursuant to our telephone conversation Monday, May 18, during which we told you we would send you a copy of our design data, moment, and shear diagrams and other data pertinent to the subject bridge, we are attaching four prints of Drawing No. B82 on which this data is shown. On this sheet you will note that the floor beams have been changed. During the process of making the structural check it was found that the floor beams were greatly understressed, and that instead of using 24" WF110# high-strength steel beams, we were able to use 24" WF 68# A-36 steel beams. This, of course, reduced the ratio of span to live load deflection from 1/1500 to 1/845 which still is much higher than required by the specifications.

These prints are sent to you for your information. We believe the information shown on this sheet will enable you to make a comprehensive check of the structure as submitted at an earlier date.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

TCR/mm
Attached

cc: Mr. P. M. Stephenson
Mr. Ted Litchfield

NOTED
P. M. STEPHENSON

ORDER NO. 40095

BEFORE THE PUBLIC UTILITY COMMISSIONER

5-19-64

OF OREGON

SXF-280

In the Matter of the Application of)
STATE OF OREGON)
by and through its State Highway Com-)
mission, for authority to construct a) ORDER
highway under the tracks of Southern)
Pacific Company near Railroad Mile)
Point 416.0 in Jackson County, Oregon.)

On March 21, 1964, and again with an amending Application on April 21, 1964, the State of Oregon, by and through its State Highway Commission, applied to the Commissioner for authority to construct a highway beneath the track of Southern Pacific Company at its intersection with Interstate Highway No. 5 approximately 7.2 miles south of Ashland, in Jackson County, Oregon. Attached to the Application are original and revised drawings issued by the Oregon State Highway Department numbered 19665 and 19666. Shown thereon to scale, by a plan and an elevation drawing, are the details of the proposed structure which will carry the railroad track over the four lanes of the highway, and the track and highway clearances that will be thereby provided. Included is a vicinity map showing the culture and terrain adjacent to the crossing structure, and a profile of the highway and railroad track grades as they approach their point of intersection.

The amendment to the Application, and the revised drawings attached thereto, relate to revisions which resulted from the shifting of the entire structure 0.5 of a foot eastward from an earlier proposed original location. All drawings hereinafter referred to are those in conformity with revisions of April 10, 1964.

Applicant refers to ORS 366.205 and ORS 763.040 as authority for making its Application and alleges that the proposed construction is necessary for the proper service and convenience of the public; that present and estimated traffic density on the highway would render construction of a grade crossing inimical to the safety of travel upon both the highway and the railroad, and further, that the construction of such a grade crossing would not be permitted upon such highway under Federal Interstate System Highway Standards.

The Application briefly describes the proposed construction; the gradients of highway and railroad as they approach the crossing and the adjacent terrain, and refers to the above mentioned drawings for further details thereof. It also sets forth certain estimates as to the present and future railroad and highway vehicular use of the crossing and certain proposals for the sharing of work to be done and the bearing of costs therefor which are necessary to the construction, use and maintenance of the structure.

Notification of the filings and copies of the Application and the amendment thereto were mailed to the County Court of Jackson County and to the Superintendent and General Attorneys of Southern Pacific Company. No objections were made thereby to the construction as proposed or to the granting of the Application as amended.

Due consideration has been given to the matters set forth in the Application, and to the record herein. Conditions in the field were investigated and found to be substantially as alleged. No issues are raised by any railroad company or public body in interest that are within the purview of ORS 763.080. The delay occasioned and the expense incurred by the holding of a public hearing is unjustified. Good cause appearing therefor, such public hearing will not be held.

Based upon the Application, a study of previous records and an investigation in the field it is found that:

On November 5, 1935, by Commissioner's order No. 3017, Applicant was authorized to construct a railroad overcrossing of the Pacific Highway at a point some 60 feet--center to center--northwesterly from the location of the proposed structure. Subsequent to that date the overcrossing structure was completed and it is in use at the present time. Although Interstate Highway No. 5 is designed to pass beneath the tracks of Southern Pacific Company in the immediate vicinity of the existing overcrossing, a new underpass for the highway must be built because the existing structure, and the highway and railroad approaches thereto, cannot be enlarged or suitably modified to provide for the extra highway width and the needed additional traffic lanes.

The plan shows that the structure will be composed of two 112 foot long plate girder spans resting on concrete piers and abutments, having an over-all length at its center line of 230 feet. The ballasted deck will be 22 feet in width between centers of plate girders, and so constructed as to provide, throughout the superelevated and level sections of the tangent and curved track which it carries, track side clearances which are equal to or in excess of those required by the Commissioner's regulations.

The center line of the track within the limits of the structure, although on a horizontal alignment wherein are curves in reverse direction joined by a tangent section, is on a compass course which is approximately east to west. The track is on an ascending easterly gradient of approximately 2.85%.

The center line of the south, or California bound lane, on a course that is south 56° 30' east, at highway engineer's Station LS439 + 85.81 intersects the center line of the relocated track at railroad engineer's Station 481 + 05.87 at an angle of 46° 27' 35", tangent to tangent, in the northwest quadrant. Both lanes on the divided highway are on a varying gradient of between 5% and 6% ascending towards the southeast. It is Applicant's estimate that, after completion of the highway, the annual average daily traffic on the proposed four highway lanes will be 3,400 vehicles. Six train movements per day will normally be made over the track in the vicinity of the proposed structure.

Incidental to the construction of the railroad overcrossing is the realignment of some 1617 feet of railroad track; the salvaging of the old track replaced thereby, and the abandonment and removal of the existing overcrossing structure. Applicant proposes that the construction and maintenance of the overcrossing structure; the removal of the existing track and structure, and all work in connection therewith be done and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE

(a) Prepare plans and specifications and award a contract or contracts for the proposed construction and supervise the construction thereof, which contract shall include the following:

1. Construction of a new roadbed on a revised location of the railroad from Railroad Engineering Station 474+08.49 P.C.C. to 490+25.68 EC bk equals 490+31.66 P.O.T. ah, shown on attached prints of Federal-aid plans, Sheets 2C, 4 and 4A.

2. Construction of a railroad structure over the highway at the location shown on Sheet 4 and of the type shown on Drawings 19665 and 19666.

3. After the transfer of railroad operations to the new line, removal of the existing structure except for the west abutment and the retaining walls northwesterly therefrom as indicated on Drawing 19665.

4. Construction of the new highway with its appurtenances and facilities.

(b) Finance the construction of said project, including reimbursement to Railroad for necessary expenditures incurred by it in connection therewith.

(c) After completion of the construction thereafter maintain only said highways and their appurtenances except for the following:

1. State at its own cost and expense will maintain the existing westerly abutment and the northwest retaining wall, both items of which are indicated to remain in place on Drawing 19665.

2. State shall reimburse the railroad for extraordinary maintenance costs necessary on the revised location of the railroad, within the period of the first one year after the first of regular trains thereover, in excess of the normal and usual maintenance cost which would have been required on the section of railroad retired from use.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant.

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Remove its existing signal and communication lines, protect the same during the construction period, and replace in a permanent location upon completion of the construction.

3. Place ballast, ties, and track on the railroad revisions from Station 474+08.49 P.C.C. to 490+25.68 EC, equivalent to the same items on the existing track and make connections to the existing track.

4. Remove track, ties, and fittings from the section of the existing railroad which is to be replaced on new alignment and give State salvage credit for materials.

(b) At its own cost and expense maintain the railroad line with its appurtenances and facilities on the revised location thereof, including the maintenance of the structure proposed to be built over the highway, except for the following:

1. Maintenance of the existing west abutment and existing retaining walls northwesterly therefrom, indicated on Drawing 19665, which will remain in place; said items will be maintained by the State.

2. Extraordinary maintenance costs necessary on the revised location of the railroad within the period of the first one year after the operation of regular trains thereover, in excess of the normal and usual maintenance costs which would have been required on the section of railroad retired from use, will be paid by State to Railroad.

The construction of Interstate Highway No. 5 and the reconstruction of the Pacific Highway involved therein are requisite to Applicant's highway improvement program and necessary to the safety, accommodation and convenience of the public. Due to limitations of terrain and the location of the existing highway and railroad track a crossing at the proposed location is necessary. To insure greater safety and to prevent hazardous rail and highway vehicle conflict, the placement of the highway below or above the tracks of railroad is the safest method of effecting the crossing. No objections are made to the construction as set forth above. Applicant's proposals for the division of work to be performed and the sharing of costs to be borne in connection therewith are mutually acceptable to Applicant and to Southern Pacific Company, are found to be just and reasonable, and are herein approved.

From the foregoing it is concluded that the granting of the within Application and the construction that is therein proposed is in the public interest and it is therefore

ORDERED that the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct a railroad overcrossing of Interstate Highway No. 5 by the main track of Southern Pacific Company at or near its Mile Post 416.0 located 7.2 miles south of Ashland, in the northeast quarter of Section 17, Township 40 S. Range 2 E. Willamette Meridian in Jackson County, Oregon be and the same is hereby granted under the following terms and conditions:

1. The railroad overcrossing structure shall be constructed in a good and workmanlike manner in accordance with accepted engineering

practices and in conformity as to general design, location, approach grades, elevation and angle of intersection with the details as shown on the drawings submitted with the Application and above identified:

2. Provisions shall be made for the continuous and safe use of railroad and highway during the construction period and rail and vehicular movements thereover shall not be barred for unreasonable periods;

3. Construction and maintenance of the overcrossing structure shall otherwise be done and the cost thereof, together with the expenses thereby incurred, shall be borne in accordance with the findings and proposals hereinabove made and approved; and it is further

ORDERED that the crossing designation C-416.0-B previously assigned be continued as a means of identification of the crossing in the Commissioner's Catalog of Railroad Crossings. And it is further

ORDERED that this order shall be effective on the date of the execution hereof.

Made and entered this 19th day of May, 1964.

Joel C Hill
Public Utility Commissioner

(SEAL)

RECEIVED
MAY 11 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 6, 1964

08-35.7

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-1(50)00, Wall Creek to Siskiyou Station Section - Parcel 36153, Callahan

Please refer to Right of Way Engineer Walter T. Wright's letter of May 4, 1964 which concerns the appraisals on the above mentioned property.

It is our understanding that this case may go to condemnation and that your before valuation will be based upon the theory that the Highway Department can assert its ownership of the present right of way and that this assertion is reflected in the before value.' Prosecution of the case on this basis will qualify the cost of acquisition for Federal participation, assuming of course, full compliance with PPM 21-4.1.

SIGNED
LLOYD P. SHAW

Original to W. Wright
5-[illegible]-64

Copy to Young
5-11-64

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

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MAY 5 1964

FOR FILING

May 4, 1964

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Oregon Project I-5-1(50)00
File No. 36153-Callahan
Wall Creek-Siskiyou Station
Section
Pacific Highway
Jackson County

Dear Mr. Parsons:

Prior to receipt of your letter of February 14, 1964, we had decided to have our appraisals revised on the theory that the Department can assert its ownership of the present right of way, and that this assertion should be reflected in the before value. The revision has been performed.

We trust that prosecution of this case on the aforementioned basis will qualify the cost of acquisition for full Federal participation.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:LAH:mk

cc: L. P. Shaw
L. H. Young
L. I. Lindas
M. R. Mitchell

NOTED
LLOYD P. SHAW

RECEIVED
MAY 4 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 90M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 1964

May 1, 1964

Southern Pacific Railroad Company
65 Market Street
San Francisco, California 94105

Attention: Mr. H. M. Williamson
Chief Engineer

Gentlemen:

Second Wall Creek Railroad U'Xing
Wall Creek-Siskiyou Summit Section
Pacific Highway
Jackson County
Bridge No. 2011A
Your File 912/323 0-SH-63-5

We are attaching four prints each of the grading plan Sheet Nos. 1, 2, 2A through 2 E, 3, 4, 4A, 5 and 6 along with the structural drawing Nos. 19665 through 19677 which are the plans for the construction of the highway in the area of the subject bridge.

We are sending you Advance plans in order that you may review and approve them at an early date. After doing so, would you please return one set to us with your approval and/or comments noted thereon.

The specifications for this project are not as yet complete; however, as soon as they are available we will transmit copies to you for your review.

It is planned to call for bids for the construction of this project at the meeting of the Highway Commission on June 23, 1964. We would appreciate it very much if you would make this review of plans at your earliest convenience in order that the project will not be delayed.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

By

Theo. C. Roake
Asst. Bridge Engineer

TCR/mm
Attached
cc: Mr. P. M. Stephenson
Mr. Ted Litchfield

NOTED
P. M. STEPHENSON

JNH:jr
4-20-64

4-20-64

Pux 525

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a railroad Overcrossing, carrying the main line tracks of Southern Pacific Company over the reconstructed Pacific Highway, known as the SECOND WALL CREEK RAILROAD OVERCROSSING project, located 1.7 miles Northerly of Siskiyou and 7.2 miles South of Ashland, in the North Half of the Northeast Quarter (N½NE¼) of Section 17, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon	MOTION TO AMEND APPLICATION No. SXF-280

Comes now your Applicant, State of Oregon, by and through its State Highway Commission, and respectfully moves to amend its Application in the above-titled matter as follows:

I

Substitute for drawings No. 19665 and No. 19666, of Exhibit "A", attached to the Application, new revisions of drawings No. 19665 and No. 19666 which contain the revisions of April 10, 1964; said revisions relate to horizontal clearances, revised girder bearings, and structure location, for to fit bearing surfaces the structure has been shifted 5/10 of a foot easterly; wherever reference to drawings No. 19665 or

JNH:jr
4-20-64

No. 19666 appears in said Application such reference shall mean the revised drawing of that number.

Dated at Salem, Oregon, this 20th day of April, 1964.

STATE OF OREGON, by and through its
State Highway Commission
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By______________________________
J. N. HERSHBERGER
Utilities & Railroad Attorney

STATE OF OREGON)
) ss
County of Marion)

I, R. L. Porter, being first duly sworn, say that I am the Deputy State Highway Engineer for the Oregon State Highway Commission and that the foregoing motion to amend is true as I verily believe.

____
R. L. PORTER

Subscribed and sworn to before me this 20th day of April, 1964.

____
J. N. HERSHBERGER
Notary Public for Oregon
My commission expires February 20, 1966

I certify that the above is a true and correct copy of the foregoing motion to amend and the whole thereof.

____
J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr
3-20-64

PUX 525

3-2[illegible]-64

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a railroad Overcrossing, carrying the main line tracks of Southern Pacific Company over the reconstructed Pacific Highway, known as the SECOND WALL CREEK RAILROAD OVERCROSSING project, located 1.7 miles Northerly of Siskiyou and 7.2 miles South of Ashland, in the North Half of the Northeast Quarter (N½NE¼) of Section 17, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon.

APPLICATION

No.________________

The Applicant herein respectfully represents:

I

That the name and address of your Applicant are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this Application is made under the authority of ORS 366.205 and ORS 763.040.

III

That for the proper service and convenience of the public, Applicant proposes to reconstruct to Interstate System Highway Standards the Wall Creek-Siskiyou Station Section of the Pacific Highway, State Primary Highway No. 1, Interstate System Highway 5, which necessitates the removal of the existing railroad Overcrossing structure and construction of the proposed Overcrossing structure which will carry the main line tracks of the Southern Pacific Company over and across the existing highway which will henceforth carry only southbound traffic and also over the to be constructed two northbound lanes, all as shown in detail on a group of drawings attached hereto, marked Exhibit "A" and by this reference made a part hereof; said Exhibit "A" consists of Oregon State Highway Department, Bridge Division Drawing No. 19665, entitled Plan and Elevation, Drawing No. 19666, entitled General Details, and Federal-Aid Highway Drawings, Wall Creek-Siskiyou Station Section, Pacific Highway, numbered 2C, 4 and 4A. Since the proposed structure does not replace an existing signalized grade crossing, it is determined that no benefit therefrom will accrue to the railroad; in view of the foregoing no financial participation in the construction costs of proposed project is sought from the railroad.

IV

That due to the topography of the land at this site, it was previously determined that a railroad Overcrossing (highway Undercrossing) was required when the Commissioner issued his order for construction of the existing structure; the physical characteristics of the site have not changed since that date. That present and estimated traffic density on the highway would render construction of a grade crossing inimical to the safety of travel upon both the highway and the railroad. That construction of a crossing at grade would not be permitted under Federal Interstate System Highway Standards. It is in the best interest of the citizens of this State to comply with said construction standards inasmuch as pursuant to said standards the Federal Government contributes 92% of the project cost and the State contributes only 8% of the project cost.

JNH:jr
3-20-64

V

That upon completion, the estimated annual average daily traffic on the proposed four highway lanes will be 3,400 vehicles with an anticipated increase to 7,500 in 1975. That there are 6 train movements per day at the site of the proposed Overcrossing.

VI

That the proposed structure will carry the railroad tracks of Southern Pacific Company above, over and across the right of way of the proposed divided highway; that the distance between centerlines of said north and south bound highways varies but is about 65 feet; said centerline of the southbound lanes intersects the centerline of the railroad at Highway Engineer's Centerline Station LS 439+85.81 P.O.S., equals Railroad Centerline Station 481+05.8 P.O.S., with an angle of intersection, tangent-to tangent in the southeast quadrant of 36°27'33"; said centerline of the northbound lanes intersects the revised railroad centerline at Highway Engineer's Centerline Station LN 440+22.79 P.O.S., equals Railroad Centerline Station 482+16.34 P.O.T., with an angle of intersection in the southeast quadrant of 37°05'24"; that the revised location of the railroad is on a 2.87% grade on the low rail and is descending to the southeast; that the southbound highway lanes are on a grade of 5.93% ascending to the south; whereas, the northbound lanes are on a 300 foot vertical curve with a P.I. at Highway Station 441+00, with an ascending grade to the south of 4.86% and a descending grade to the north of 6.194%; that the proposed structure consists of two steel girder spans, 115' and 115'-1¼" in length, with concrete abutments and concrete wing walls as shown on Drawings numbered 19665 and 19666.

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3-20-64

VII

That Applicant proposes that the construction and maintenance of the project be handled, and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the proposed construction and supervise the construction thereof, which contract shall include the following:

1. Construction of a new roadbed for a revised location of the railroad from Railroad Station 474+08.49 P.C.C. to 490+25.68 EC bk equals 490+31.66 P.O.T. ah, shown on attached prints of Federal-aid plans, Sheets 2C, 4 and 4A.

2. Construction of a railroad structure over the highway at the location shown on Sheet 4 and of the type shown on Drawings 19665 and 19666.

3. After the transfer of railroad operations to the new line, removal of the existing structure except for the west abutment and the retaining walls northwesterly therefrom as indicated on Drawing 19665.

4. Construction of the new highway with its appurtenances and facilities.

(b) Utilizing State and Federal highway funds only, finance the construction of said project, including reimbursement to Railroad for necessary expenditures incurred by it in connection therewith; said reimbursement shall be made pursuant to the accounting practices contained in Policy

JNH:jr
3-20-64

and Procedure Memorandum No. 30-3, issued by the Federal Bureau of Public Roads, under date of August 15, 1955, and amendments and supplements thereto.

(c) After completion of the construction thereafter maintain only said highways and their appurtenances except for the following:

1. State at its own cost and expense will maintain the existing westerly abutment and the northwest retaining wall, both items of which are indicated to remain in place on Drawing 19665.

2. State shall reimburse the railroad for extraordinary maintenance costs necessary on the revised location of the railroad, within the period of the first one year after the first operation of regular trains thereover, in excess of the normal and usual maintenance cost which would have been required on the section of railroad retired from use.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement by Applicant under Federal regulations;

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Remove its existing signal and communication lines, protect the same during the

construction period, and replace in a permanent location upon completion of the construction.

3. Place ballast, ties, and track on the railroad revisions from Station 474+08.49 P.C.C. to 490+25.68 EC, equivalent to the same items on the existing track and make connections to the existing track.

4. Remove track, ties, and fittings from the section of the existing railroad which is to be replaced on new alignment and give State salvage credit for materials.

(b) At its own cost and expense maintain the railroad line with its appurtenances and facilities on the revised location thereof, including the maintenance of the structure proposed to be built over the highway, except for the following:

1. Maintenance of the existing west abutment and existing retaining walls northwesterly therefrom, indicated on Drawing 19665, which will remain in place; said items will be maintained by the State.

2. Extraordinary maintenance costs necessary on the revised location of the railroad within the period of the first one year after the operation of regular trains thereover, in excess of the normal

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3-20-64

and usual maintenance costs which would have been required on the section of railroad retired from use, will be paid by State to Railroad.

VIII

That at all times during construction and after completion of the proposed structure, the vertical and horizontal clearances will exceed the minimum standards set forth in Public Utility Commissioner's Rule 44-055.

IX

That the proposed project is located in the Northeast Half of the Northeast Quarter (NE½NE¼) of Section 17, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon.

WHEREFORE, Applicant prays for an order authorizing said construction

JNH:jr
3-20-64

and allocation of costs in accordance herewith and for such other order or orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 23rd day of March, 1964.

STATE OF OREGON, by and through
its State Highway Commission

L. I. LINDAS

Assistant Attorney General and Chief
Counsel for the State Highway Commission

By______________________________
J. N. HERSHBERGER
Utilities & Railroad Attorney

STATE OF OREGON)
) ss
County of Marion)

I, Ivan Merchant, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing application is true as I verily believe.

IVAN D. MERCHANT

Subscribed and sworn to before me this 23rd day of March, 1964.

J. N. HERSHBERGER
Notary Public for Oregon
My commission expires February 20, 1966

I certify that the above is a true and correct copy of the foregoing application and the whole thereof.

J. N. HERSHBERGER
Utilities & Railroad Attorney

RECEIVED
MAR 17 1964
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 12, 1964

912/323
0-SH-63-5

Southern Pacific Company
65 Market Street
San Francisco, California 94105

Gentlemen:

Second Wall Creek R.R. Undercrossing
Bridge No. 2011A

To assist you in the preparation of the Railroad/Highway Agreement for the second Wall Creek Undercrossing and railroad line revision, I am enclosing two prints each of our structural drawings 19665, 19666, and Federal-Aid Sheets 2C, 4, and 4A. These are the drawings which will be the exhibits in the application for a PUC Order for this project.

Your letter of March 3 requests consideration in making the cut and fill slopes for the line revision in 1964 and the actual relocation and moving of railroad operations to the new line in 1965. Our construction department have been contacted regarding this proposal and I find that there are approximately 700,000 yards of material which must be moved northward on the northbound lanes after the railroad operations are moved to the new line. In order to complete our highway project in the late Fall of 1965, it is believed that approximately March 1, 1965 is the latest date for moving train operations to the revised line and still permit the highway contractor to complete his work under this contract.

A rearrangement of excavation and embankment brackets will accomplish the above-mentioned objective with a construction schedule as follows: Construction specifications for this project will require the highway contractor to complete the excavation and fill to the subgrade level for the revised railroad line, except for that fill immediately behind abutments and retaining walls, by October 31, 1964. Also, that all work on the revised line including the structure and the granular backfill to be placed behind abutments and wing walls shall be complete by February 1, 1965 to the point that ballast, tracks, and ties may be placed by the Railroad Company during the month of March with a completion and moving of train operations to the new line by March 1, 1965. Please advise if the above is satisfactory to you. You will note that with the above schedule the raw cuts and fills will be in place for the major part of the winter prior to the placing of ballast, ties, and track.

The Railroad agreement dated November 8, 1935 for the construction of the existing Wall Creek Undercrossing grants the Highway Department an easement which in general is 110' wide across your right of way. It will be necessary in the present instance to cancel the 1935 easement and prepare a new easement which would be 250' in width, 80' right of the southbound center line and 170' left of the southbound center line.

The present project is the reconstruction of an existing grade separation project and under the terms of PPM 21-10 is considered to be of no benefit to the railroad. The project will be financed by Federal and State highway funds without contribution from the railroad. The railroad will be reimbursed for its necessary expenses in connection with this project as permitted by PPM 30-3 with amendments and additions thereto.

For your information in preparing the Railroad/Highway agreement the application for a PUC Order will include the following items:

In this construction project the things to be done by the State are as follows:

1. Prepare plans and specifications and award a contract for the proposed construction and supervise the construction thereof, which contract shall include the following:

A. Construct new roadbed for a revised location of the railroad from Railroad Station 474+08.49 P.C.C. to 490+25.68 EC Bk equals 490+31.66 P.O.T. Ah as shown on attached prints of Federal-aid plan Sheets 2C, 4, and 4A.

B. Construct a railroad structure over the highway at the location shown on Sheet 4 and of the type shown on Drawings 19665 and 19666.

C. After moving railroad operations to the new line, remove the existing structure except for the west abutment and the retaining walls northwesterly therefrom as indicated on Drawing 19665.

2. Construct the new highway with its appurtenances and facilities and thereafter maintain the same except for the following:

A. The State at its own cost and expense will maintain the existing westerly abutment and the northwest retaining wall, both items of which are indicated to remain in place on Drawing 19665.

B. Reimburse the railroad for extraordinary maintenance costs necessary on the revised location of the railroad, within the period of the first one year after the first operation of regular trains thereover, in excess of the normal and usual maintenance costs which would have been required on the section of railroad retired from use. Such reimbursement will be provided in accordance with the regulations and accounting practices provided in the federal regulations.

Things to be done by the Railroad Company.

1. Protect its signal and communication lines and block signals during the construction period and place in final position upon completion of railroad revision.

2. Provide inspection, watchman, and flagman services as may be necessary to safeguard railroad's operations during the construction of the project.

3. Place ballast, ties, and track on the railroad revisions from Station 474+08.49 P.C.C. to 490+25.68 EC, equivalent to the same items on the existing track and make connections to the existing track.

4. Remove track, ties, and fittings from the section of the existing railroad which is to be replaced on new alignment and give State salvage credit for materials.

5. At its own cost and expense maintain the railroad line with its appurtenances and facilities on the revised location thereof, including the maintenance of the structure proposed to be built over the highway except for the following:

A. Maintain all of the structure proposed to be built over the highway except for the maintenance of the existing west abutment and existing retaining walls northeasterly therefrom indicated on Drawing 19665 to remain in place which items will be maintained by the State.

B. The State will reimburse railroad for extraordinary maintenance costs necessary on the revised location of the railroad within the period of first one year after the operation of regular trains thereover in excess of the normal and usual maintenance costs which would have been required on the section of railroad retired from use.

Your attention is called to the girder layout and clearances indicated on Drawing 19666. The clearance diagrams are in agreement with AREA clearance requirements as requested by you by previous letter and in all cases exceed the clearances on the existing structure. Will you please advise at the earliest possible time of your approval of the details indicated on Drawing 19666.

As you know this project is scheduled for our June 2 bid opening and anything that you can do to permit the Highway Department to make this possible will be appreciated. At the earliest possible time complete plans of the structure and line change and specifications will be sent you for your check and comments.

Please advise if there is anything further that this office can do to assist you in the preparation of the Railroad/Highway agreement and other matters connected with this project.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

IDM/nm
Enclosure
cc: R. R. Beymiller-w/2 prints each 5 dwgs.
Mr. P. M. Stephenson
Mr. Lloyd Shaw
Mr. L.I. Lindas
Mr. T. W. Litchfield

NOTED
P. M. STEPHENSON

RECEIVED
MAR 17 1964
FORM E-30X 50M 3-63 49600

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1964

To: Mr. L. I. Lindas
Chief Counsel
OFFICE

SUBJECT: Second Wall Creek Railroad U'Xing
Bridge No. 2011A

Reconstruction of the Pacific Highway to interstate highway standards on the Wall Creek-Siskiyou Station Section will require the removal of the existing Wall Creek Undercrossing built in 1937 and the construction of a new undercrossing structure and approximately 1500 lineal feet of revised railroad line.

I am enclosing 12 prints each of Drawing 19665, the plan and elevation drawing of the proposed structure, Drawing 19666 which indicates the general layout and typical cross sections and clearance diagrams of the proposed structure, and 12 prints each of Drawing 2C, 4, and 4A of the Federal-aid plans.

Drawing 2C indicates cross sections of the proposed railroad line change, Sheet No. 4 is a plan indicating the location of the structure and the proposed line change, and Sheet 4A are profiles of the railroad line change and a portion of the highway.

The project is in the N½ of the NE¼ of Sec. 17, T. 40S., R. 2E., W.M. The proposed structure to carry the railroad over the highway will consist of two steel girder spans on concrete abutments with concrete wing walls, and is indicated on Drawing Nos. 19665 and 19666.

At this location the proposed interstate highway is divided with a variable distance center-to-center of the north and southbound lanes. The southbound lane intersects the revised railroad line at Highway Station LS439+85.81 P.O.S. equals Railroad 481+05.87 P.O.S. with an intersecting angle tangent-to-tangent in the Southeast quadrant of 36°27'33". The northbound lane intersects the revised railroad at LN440+22.79 P.O.S. equals Railroad 482+16.34 P.O.T. with an angle of intersection in the Southeast quadrant of 37° 05'24". The railroad structure will provide clearances in excess of those required by the PUC. The railroad revision is on a descending grade to the southeast of 2.87% on the low rail. The southbound highway is on an ascending 5.93% grade to the South. The Northbound lane is on a 300' vertical curve with a P.I. at Station 441+00 and with an ascending grade to the Sputh of 4.86% and a descending grade to the North of 6.194%.

This project is the reconstruction of an existing railroad-highway grade separation and according to PPM 21-10 is considered to be of no benefit to the railroad. The project will be financed entirely from Federal and State highway funds without contribution from the railroad in the cost of the project. The railroad will be reimbursed for its necessary expenses as permitted by PPM 30-3 with amendments thereto.

In this construction project the things to be done by the State are as follows:

1. Prepare plans and specifications and award a contract for the proposed construction and supervise the construction thereof, which contract shall include the following:

A. Construct new roadbed for a revised location of the railroad from Railroad Station 474+08.49 P.C.C to 490+25.68 EC Bk equals 490+31.66 P.O.T. Ah as shown on attached prints of Federal-aid plan Sheets 2C, 4, and 4A.

B. Construct a railroad structure over the highway at the location shown on Sheet 4 and of the type shown on Drawings 19665 and 19666.

C. After moving railroad operations to the new line, remove the existing structure except for the west abutment and the retaining walls northwesterly therefrom as indicated on Drawing 19665.

2. Construct the new highway with its appurtenances and facilities and thereafter maintain the same except for the following:

A. The State at its own cost and expense will maintain the existing westerly abutment and the northwest retaining wall, both items of which are indicated to remain in place on Drawing 19665.

B. Reimburse the railroad for extraordinary maintenance costs necessary on the revised location of the railroad, within the period of the first one year after the first operation of regular trains thereover, in excess of the normal and usual maintenance cost which would have been required on the section of railroad retired from use. Such reimbursement will be provided in accordance with the regulations and accounting practices provided in the federal regulations.

Things to be done by the Railroad Company.

1. Protect its signal and communication lines and block signals during the construction period and place in final position upon completion of railroad revision.

2. Provide inspection, watchman, and flagman services as may be necessary to safeguard railroad's operations during the construction of the project.

3. Place ballast, ties, and track on the railroad revisions from Station 474+08.49 P.C.C. to 490+25.68 EC, equivalent to the same items on the existing track and make connections to the existing track.

4. Remove track, ties, and fittings from the section of the existing railroad which is to be replaced on new alignment and give State salvage credit for materials.

5. At its own cost and expense maintain the railroad line with its appurtenances and facilities on the revised location thereof, including the maintenance of the structure proposed to be built over the highway, except for the following:

A. Maintain all of the structure proposed to be built over the highway except for the maintenance of the existing west abutment and existing retaining walls northwesterly therefrom indicated on Drawing 19665 to remain in place which items will be maintained by the State.

B. The State will reimburse railroad for extraordinary maintenance costs necessary on the revised location of the railroad within the period of first one year after the operation of regular trains thereover in excess of the normal and usual maintenance costs which would have been required on the section of railroad retired from use.

It is not anticipated that during the construction there will be any impairment of horizontal or vertical clearances.

Upon the completion of the project it is estimated that there will be an ADT of 3400 vehicles on the interstate freeway which will increase to 7500 ADT in 1975. There are six train movements per day over this section of railroad.

At the earliest possible time will you please prepare a petition for a PUC Order on this project.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. P. M. Stephenson ✓
Mr. Lloyd Shaw
Mr. T. W. Litchfield

NOTED
P. M. STEPHENSON

[illegible]
1 1964
OFFICE OF
[illegible] ENGINEER

S-2705

RECEIVED
MAR 6 - 1964
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
912/323
0-SH-63-5

March 3, 1964

Mr. Ivan D. Merchant
Bridge Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Sir:

Kindly be referred to your letter of February 6, 1964, file: Reconstruction of Wall Creek Undercrossing, Interstate 5, Bridge No. 2011A, with which you transmitted additional information concerning proposed cut slopes for the Wall Creek grade separation project.

We have reviewed data you have submitted and believe that the slopes as now proposed can be recommended to our management. However, we feel that the cut slopes should be constructed during the summer of 1964 and that railroad should be relocated during the summer of 1965. The construction-maintenance agreement covering the project will contain a clause calling for State to reimburse Railroad for all extraordinary maintenance occurring during the twelve-month period following commencement of operation on the new line.

Please advise if the above is satisfactory to you, and if so, I will place the matter before our management for necessary authorization.

Very truly yours,

HM Williamson
L

C.C. 2 copies to Frank Morgan

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM MAR 4 - 1964 PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED
LLOYD P. SHAW

A

Copies To Cooper
Porter
Morgan 3-5-64

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FEB 10 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

64 = 4

2464

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

912/323
0-SH-63-5

Southern Pacific Company
65 Market Street
San Francisco 5, California

Gentlemen:

Reconstruction of Wall Creek Undercrossing
Interstate 5
Bridge No. 2011A

Your letter of January 14 requests additional stability information on the proposed cut slope immediately West of the Wall Creek Undercrossing.

Under separate cover, I am sending you two copies of the following material:

1. Cross sections Railroad Station 476+50 to 480+00, inclusive, both stations.

2. Map of seismic investigation with slope catches and slope benches.

3. Two prints each of four sheets of stability analysis with stability analysis narrative as prepared by our Soils Engineer.

Also, enclosed are two copies of a transmittal letter dated January 28 from our Construction Engineer.

Your attention is called to the roll of cross sections which indicates a change in proposed cut section over that submitted to you by my letter of January 9. The stability analysis enclosed is made on the basis of the cut slopes shown on the cross section submitted with my letter of January 9, and which indicate a 1:1 slope in the mantle material. The stability analysis indicates that this proposed slope is stable. However, to furnish you an additional factor of safety the second bench has been added and the upper part of the cut slope through the mantle material has been flattened from 1:1 to 1½:1 with the cut slope constructed as indicated on the cross sections. With a cut slope constructed as shown on the cross sections, it is our belief that a better situation exists than exists at the present time, and that there is far less likelihood of any landslide or major earth movement.

Will you please review the material with your Foundation Engineer as soon as it is received and advise us as to the acceptability of the proposed line change.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mn

cc: Mr. A. L. McHenry,
Senior Assistant Division Engineer
Southern Pacific Company
Dunsmuir, California--w/2 encs. all material

Mr. L. R. Chandler--w/1 enc. all material
Mr. F. D. Morgan
Mr. P. M. Stephenson

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JAN 31 1964

FORM E-30X 50M 3-63 49608

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1964

SUBJECT: Wall Creek Undercrossing
Wall Cr.-Siskiyou Station Section
Pacific Highway

NOTED
LLOYD P. SHAW

To:

Mr. Ivan Merchant
Bridge Engineer
BUILDING

In line with our recent conversations the Soils Section was requested to analyze the strength characteristics of the overburden material encountered in the proposed excavation slopes near the Wall Creek Underpass. A copy of their report (January 24 letter from F. W. Yarbrough) along with circle-stress diagrams and computations are attached.

This analysis shows the originally proposed design would have provided stable slopes through this material. Should an additional safety factor be considered advisable here, the attached sections show a slope design to provide this, that is either a second bench or flatter slopes through the mantle material.

It will be noted the approximate rock line as shown varies up and down from previous elevations shown. An error in previous calculations was discovered causing this change.

The excavation area involved at this location is not considered to be subject to landslides. Tests and observations confirm this. Some spalling and sluffing can be expected during the "green" period after the cuts are exposed. This will occur for the most part in the upper portions of weathered in place mantle material. The benching was designed to collect this material, and provide an off the roadway area for removal and maintenance if required.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp
Enc.
cc Lloyd Shaw

FORM E-30 30M 6-61 39661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
January 24, 1964

SUBJECT: Wall Creek Undercrossing, Stability of Slopes
Wall Creek-Siskiyou Station
South Ashland-California Line Section
Pacific Highway Jackson Co

To:
F D Morgan
Construction Engineer
OFFICE

Attention: G L Decker

Herewith is an analysis of the stability of the proposed cut slopes for the new Southern Pacific Railroad alignment at the Wall Creek undercrossing of the railroad by the freeway. This analysis was requested by the railroad in their letter of January 14, 1964.

The earth materials in the proposed slopes is shown by the logs of the 3 drill holes number 5, 6, and 7, to be granite. The granite is weathered and substantially decomposed to a depth of 18 feet at hole number 6, to a depth of 30 feet at hole number 5, and to a depth of 44 feet in hole number 7. Below these depths the granite is fresh and cores were obtained. The driving resistance records obtained by three tests with a split tube sampler indicate that the weathered granite is in a dense to very dense condition. A laboratory test on similar soil from the existing slope at highway station 458 shows that the material is predominantly sand, has no clay sizes in it, no plasticity, and a friction angle of at least 25° when it is in a saturated and remolded condition. The soil classification is sand or silty sand.

We have not made any shear tests on natural, undisturbed samples because we believe that the existing slopes in this location give a more reliable indication of the strength of the material to resist sliding. We analized the stability of the existing and proposed new slopes at 4 locations and compared the required cohesion value for stability. The results are as follows:

Station	Cohesion value required for stability in Existing Slope	Proposed Slope
477+00	400 lbs/sq ft	560 lbs/sq ft
477+50	570	560
478+50	520	450
479+00	730	(by inspection, much lower)

Our analysis shows that the existing slopes require a cohesion value as high

CONSTRUCTION DIVISION
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CC2

as 730 pounds per square foot to be stable while the highest cohesion value required in the proposed cut slopes is 560 pounds per square foot. We believe that this analysis shows that the proposed cut slopes should be more stable than some of the existing slopes at this location.

The stability analyses were made with the following assumptions:

1. That the sliding resistance of the fresh granite is sufficently large that no sliding will occur in it.

2. That the static water level is at ground level in the existing slopes and in the proposed cut slopes. Flow nets were not used to determine buoyant forces, instead the buoyant force was assumed equal to the full static water level. These assumptions are somewhat extreme but they are on the safe side and may help to satisfy the railroad's concern.

3. That the difference between the sliding resistance required for stability in the existing slopes and the computed frictional sliding resistance is due to residual cohesion.

The circle-stress diagrams and computations which were made in the analyses will be made available to Don Trout for drafting onto the cross sections if desired.

cc
Ivan Merchant
J E Morelock
Don Trout

F W Yarbrough

F W Yarbrough
Staff Assistant

Form E-80-15M-3-63

GON STATE HIGHWAY DEPART T

Materials Division

Laboratory Report

Project	Ashland - Calif. Line (Wall Cr. _ Summit)	Prefix No.	15-1419-910
Highway	Pacific	County	Jackson
Contractor		Contract No.	
		F. A. Project No.	
Submitted by	R.J. Van Cleave	Date reported	Feb. 6, 1963

REPORT ON SAMPLE OF SOIL

Source of material	Sta. L 458+00 20' Lt.		
Sampled at	Depth 0-30' existing cut bank		
To be used	Enbankment	Date received	Jan 22, 1963
Sampled by	R.J. VanCleave	Quantity represented	
Laboratory No.	626146	Type of material	Soil
Data Sheet No.	A2978-C	Sample No.	

TEST RESULTS

SOIL ANALYSIS:

LL	23 %
PI	0 %
FME	%
SL	%
R	%
Cf	%
LS	%

A-1-b (0)

Classification—Group SM

Sandy Gravel

Sp. Gr. (Le Chatelier) 2.76

Sand Equivalent %

Natural Moisture %

SIEVE ANALYSIS:

Ret. on	% Single Sieve	Pass
4	1.1	98.9
10	30.5	68.4
40	26.7	41.7
60	10.0	31.7
200	16.0	15.7
Pass	15.7	

DENSITY DETERMINATION:

Dry Density, lbs./c. f.	% moisture
120.4	8.4
121.9	10.8
123.1 LW	13.0
122.5LW	14.4

HYDROMETER ANALYSIS:

	Passing No. 10	Total Sample
Particles larger than 2.0 mm.	%	31.6 %
Coarse sand, 2.0 to 0.42 mm.	39.0%	26.7 %
Fine sand, 0.42 to 0.074 mm.	38.0%	26.0 %
Silt, 0.074 to 0.005 mm.	23.0%	15.7 %
Clay, smaller than 0.005 mm.	0.0%	0.0 %
Colloids, smaller than 0.001 mm.	%	%

TRIAXIAL SHEAR TEST:

Sample	Remolded	~~Undisturbed~~	
% Compaction			
% Moisture	14.4	16.3	
Depth Ratio Z/R			
Pavement Thickness, Z	7	8	
Angle of Friction, φ °	28	~~28~~25	
Cohesion, C psi	0	0	
R Value	65	60	
~~Remarks:~~Moisture,%	10.8	11.7	12.5
Exud.Pres.,psi	430	374	135
Exp.Pres.CT"	3	2	1

R.Value:

by Stabilometer	74	72	67	
by Exudation at300psi				7
by Expansion Pressure				7
Cohesion Value				3
Traffic Index			8	9
Cover Thickness, Inches				5

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:

Bureau of Public Roads

×Construction Engineer

Maintenance Engineer

Bridge Engineer

Requisition Office

×Division Engineer Chandler

×Resident Engineer Merrill

Dist. Maint. Supt.

×Geology and Soils— Johnson

2Files

×Van Cleave

Interstate

Traffic	VH
Opt	13.0
Silt	1.5
Total	14.5
R Value	60
B & W	18.0"
Rd. Rock	—
Total B & W	18.0"

G. W. = 4090 =

Engineer of Materials

State Printing [illegible]

FORM 50M 2-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 10 1964
FOR FILING

January 9, 1964

912/323
O-SH-63-5

Southern Pacific Company
65 Market Street
San Francisco, California

Attention: Mr. H. M. Williamson
Chief Engineer

Re: Relocation of Wall Creek Undercrossing
Interstate 5
Bridge No. 2011A

Gentlemen:

Material pertaining to the relocation of Wall Creek Railroad Undercrossing has been sent you previously by my letters of October 7 and October 28, 1963. Your letter of November, 1963, objects to the cut slopes immediately west of the proposed structure.

Since receipt of your letter, considerable additional field work has been performed to establish the extent of rock in the proposed cut area. I am enclosing two (2) prints each of drawings indicating the result of a seismic investigation for the proposed cut slopes throughout the area involved and proposed cut sections. The seismic investigation was tied into vertical drilled holes No. 5, 6, and 7, the results of which were sent you by letter of October 28.

As a result of the examination of the extent of solid rock in this area, we are proposing cut slopes as indicated on the enclosed cross sections. The normal ditch width has been widened to 11 feet to provide additional width at railroad subgrade level for a fall-out space and a space for operating equipment parallel to the track. Also, a secondary fall-out bench with a maximum width of 30 feet has been provided. The limits of the cut slopes and bench slopes are indicated on the plan of the seismic investigation.

A thorough study has been made of the surrounding area, and it is the State's belief that with cut slopes as indicated on the sections and with the fall-out benches, that a stable cut will be obtained. There will naturally be some minor erosion, however, the cut slope will be seeded as is done on highway cut slopes. Also, any minor

NOTED
P. M. STEPHENSON

erosion will be contained by the fall-out area or benches and would not affect railroad operations. Your attention is directed to the plan of the seismic investigation to the granite boulders centered on seismic line No. 2. These boulders will be removed during construction operations if there is any indication that they would tend to move in the future.

The State is very desirous of putting this final section of the Interstate Highway under contract on June 2 of this year. If you believe it desirous of having a meeting on the job site with interested parties of the Highway Department and the Railroad to resolve any further differences you may have, I would suggest that a meeting could be arranged for January 20.

Will you please study the enclosed exhibits and advise us as to their acceptibility by your company; and if you are desirous of a field meeting on the site, please advise as to a time of meeting or confirm the date mentioned above.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:mm:vt
Enclosures

cc: Mr. A. L. McHenry
Senior Ass't. Division Engineer
Southern Pacific Company
Dunsmuir, California-w/enc.

L. R. Chandler
Division III Engineer-w/enc.

F. D. Morgan
Construction Engineer

P. M. Stephenson ✓
Ass't. State Highway Engineer

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FORM E-123X 40M 3-63
OCT 30 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

[illegible]

6454

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 28, 1963

Southern Pacific Railroad Company
Dunsmuir
California

Attention: Mr. A. L. McHenry
Senior Assistant
Division Engineer

Gentlemen:

Re: Reconstruction of the Wall Creek Railroad Undercrossing
Pacific Highway Interstate 5
Bridge No. 2011A

As requested by your phone call of October 14, I am enclosing the results of our foundation investigation in the area of the railroad cut westerly from the existing structure.

The material enclosed is two prints each of two sheets of cross sections, one letter-size print of a map indicating the location of the test holes, and the log of Test Hole Nos. 5, 6, and 7.

I believe your Mr. Newby was on the site during part of the drilling operations, and is familiar with the general results obtained. The cut sections as shown on the two sheets of cross sections have been made to correspond in general with the cross section shown on Drawing No. 19170 sent you previously.

A study of the borings obtained will probably permit some revision in the overall shape of the railroad cut.

Please advise if there is anything further that you need in this matter. However, the enclosed material is all that was obtained concerning the railroad cut West of the present structure.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. P. M. Stephenson
Mr. H. M. Williamons -w/ 2 encs.
Attention: Mr. Holmes
65 Market Street
San Francisco, California

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OCT 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 18 1963

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
~~DAVID B. SIMPSON, MEMBER~~
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

4154

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 7, 1963

Southern Pacific Company
Dunsmuir, California

Attn: Mr. A. L. McHenry
Senior Asst. Division Engineer

Re: Reconstruction of the Wall Creek
Railroad Undercrossing
Pacific Highway - Interstate 5
Bridge No. 2011A

Gentlemen:

Field surveys have been completed and preliminary plans for the reconstruction of the Wall Creek Railroad Undercrossing and the revised railroad alignment in this area have been completed.

I am enclosing two (2) prints each of the following drawings:

Drawing 18816 - Plan and Elevation of the U Xing Structure
Drawing 19148 - Typical cross sections thru future southbound roadway
Drawing 19149 - Vicinity map upon which has been shown drainage details and the proposed detour arrangement
Drawing 19170 - Vicinity map upon which is shown typical cut and fill sections for the relocated railroad alignment
Drawings 18765 & 18766 are vicinity maps sent for informational purposes.

On April 26 prints of three (3) drawings were sent you; however, the drawings enclosed are to supersede the drawings previously sent you.

Drawing 18816 indicates general details of the proposed undercrossing structure. As noted on this drawing, the structure will be designed for a E-72 load. In order to keep the highway grade within bounds, it has been necessary to decrease the structural depth to the absolute minimum. For this reason, we are using transverse floor beams and a structural steel ballast plate. It is the intention to provide horizontal clearances equal to or greater than those now existing in the present structure.

Drawing 19148 indicates the variation in grade line of the new southbound lane with respect to the bottom of concrete of the existing west abutment, which will remain in place. It is proposed to set up a schedule of construction

NOTED
P. M. STEPHENSON

for this rock excavation such that only a short longitudinal section of the abutment will be undermined at any one time. There is a possibility that during the excavation for the retaining wall enclosing the toe of existing abutment and depending upon the condition of the rock, that horizontal rock bolts may be drilled and grouted in to take a portion of the horizontal shear from the abutment. The excavation for the future southbound lane will not be started until railroad operations have been moved to the new line.

Drawing 19149 indicates a random fill upstream from the existing highway embankment. This is being done to permit the construction of a new culvert to carry Wall Creek at a higher elevation.

Drawing 19170 is the vicinity map which indicates the typical cut and fill sections for the new railroad embankment. Also the proposed railroad grade line is indicated, which grade line is the same as the existing grade line as nearly as possible.

Drawings 18765 and 18766 have additional information about the existing structure and trackage not shown on any of the other drawings.

In my letter of April 26, mention was made of the maintenance of the completed interstate highway structure. I have been informed that the Highway Department cannot assume maintenance of railroad structures. In line with previous agreements, the State would be willing to take any extraordinary maintenance on the structure or embankment for the first year of its operating life.

I have been informed by our Right-of-Way section that they are in the process of sending you material for areas outside of the existing right-of-way needed for the cut slope west of the structure. A study will be made in the very near future of this project to ascertain the amount of additional easement required across your right-of-way.

Will you please study the drawings submitted and return one set of the prints with your approval or comments noted, as it is our desire to proceed with the application for a P.U.C. hearing at the earliest possible time. Please advise us if there is anything further that you need from this office to proceed with the approval of the project plans.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

ORIGINAL SIGNED
By T. C. ROAKE
Theo. C. Roake
Assistant Bridge Engineer

IDM:cal
Att. P. H. Stephenson

CC: H. H. Williamson (Encl.)

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OCT 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 10 1963

FOR FILING
I - 11
454

477 Cottage Street NE.
Salem, Oregon

September 30, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

T. Dec
Assistant Division Engineer
Salem, Oregon

Oregon Federal-aid Interstate Program
Item 318, I-5-1(50)00
Wall Creek - Siskiyou Station

Your letter of September 23, 1963, with the appropriate right of way maps, wherein you requested authorization for right of way acquisition, has been reviewed in our office. The section of this project for which you requested authorization is between Wall Creek and Siskiyou Station. Effective this date you are authorized to proceed with the acquisition of all necessary rights of way for this section.

Previous right of way acquisition authorization on this project was granted to your department on August 2, 1963. Authorizations on this project now cover the entire project at a total estimated cost of $90,000, of which $81,000 is reserved as Federal Funds. The current action reduces your reimbursable obligation balance by $52,650, to a new balance of $7,485,430.

NOTED
LLOYD P. SHAW

Original to Young
10-10-63

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OCT 1 1963

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

I [illegible] SC106

September 25, 1963

Mr. A. L. McHenry
Senior Asst. Division Engineer
Dunsmuir, California

Wall Creek-Siskiyou Sta.Section
Pacific Highway I-5
Bridge No. 2011A

Dear Mr. McHenry:

At the time of our joint inspection with W. C. Hill of the proposed Wall Creek structure on the Siskiyou Highway, you said that the depth of penetration of the steel piling under the east abutment was on record in the San Francisco office, and that the pile lengths or tip elevation information would be forwarded to us to assist in the design of the proposed replacement structure.

To date, this information has not been received and as we are now approaching the design period, it would help us a great deal if the lengths of the piling in place or the tip elevations of these steel pilings be sent to this office.

Our foundation exploration for the proposed bridge site has been completed and a copy of the foundation report, when it is finally prepared, will be forwarded to you. The pile data requested will influence this recommendation.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

By ORIGINAL SIGNED
Theo T. C. ROAKE
Asst. Bridge Engineer

WCH:al

✓ CC: P. M. Stephenson

NOTED
P. M. STEPHENSON

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SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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MAY 23 1963
FOR FILING

0424

FORM E-30X—50M—5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1963

SUBJECT: Reconstruction of Wall Creek
Railroad Undercrossing
Pacific Highway I-5
Bridge No. 2011A

To:

Mr. F. D. Morgan
Construction Engineer
OFFICE

On Wednesday morning, May 8, I had a meeting in the Southern Pacific Company office in San Francisco with Mr. Holmes, Assistant Engineer, and Mr. A. L. McHenry, Senior Assistant Division Engineer from Dunsmuir, regarding the Wall Creek Railroad Undercrossing.

I believe we are now ready to make a final field location of the proposed relocation of the railroad through this area.

By letter of April 26 I sent you a copy of a 1" equals 50 print indicating the proposed relocation of the railroad. The Railroad were concerned about the material in the rock cut westerly from the existing crossing. The material shows as solid rock in the cut with a thin layer of overburden. However, the Railroad wished us to make some explorations to determine the type of material. By a copy of this letter I am requesting our foundation crews to make a foundation exploration for the piers of the new structure and also to determine the material in the cut to the west.

The proposed railroad realignment should be staked in the field and all pertinent data such as intersecting stations with the LS and LN lines and angles obtained.

Through this area the Railroad have a right of way 200' wide, 100' on each side of the existing center line. No additional right of way will be required unless the new cut or fill slopes fall outside of the existing railroad right of way. At the present time the Railroad have access to their right of way from a filled area south and east of the existing railroad structure. In order to have access under the reconstruction they request a locked gate in our right-of-way fence in the vicinity of Station 445 ± on the northbound lane. I agreed that this could be provided.

At such time as the final alignment and grades are worked out an easement request will be made to the Southern Pacific Company across their 200' right of way for the new construction.

NOTED

By letter of April 26 you were furnished a copy of Drawing No. 18765 which indicates a detour plan to be constructed by stage construction. I am attaching a print of vicinity map No. 18766 which is a proposed grade line for this detour.

As soon as the new railroad and highway alignments can be made through this section a petition for a PUC hearing will be made.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. P. M. Stephenson
Mr. W. C. Hill

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MAY 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-120X 50M 9-62
APR 29 1963

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 26, 1963

Southern Pacific Company
Dunsmuir
California

Attention: Mr. A. L. McHenry
Senior Assistant Division
Engineer

NOTED
R. L. PORTER

Gentlemen:

Re: Reconstruction of the Wall Creek
Railroad Undercrossing
South Ashland-California State
Line Section
Pacific Highway Interstate 5
Bridge No. 2011A

Since our March 13 meeting at the site of the Wall Creek Railroad Undercrossing an intensive study has been made of construction problems involved in reconstructing this structure to interstate highway standards.

I am enclosing two prints each of our Drawing Nos. 18816, the preliminary plan and elevation, two prints of Drawing No. 18765 with a proposed detour plan colored in red and blue, two prints of Drawing No. 18865 with a proposed detour north and east of the present highway, and two prints of a map indicating the overall railroad realignment through the project.

Our study has indicated that the proposed method of construction which was discussed on March 13 is not possible because of the minimum closure time allowed us on the existing track. At the time of the meeting it was our belief that the plug through the existing railroad embankment on the northbound lanes could be removed in approximately 18 hours. Prior to this time the west railroad span would have been constructed approximately five feet above its final position and lowered into final position after removing the plug through the railroad embankment and moving traffic to the northbound lanes. This scheme of construction has been abandoned because of the construction time involved unless your Company could see fit to allow us a four-day closure time for railroad train operations.

The plan of construction using the detour as shown in red and blue on Drawing No. 18765 enclosed now seems to be the most feasible scheme of construction, and would not be contingent on a very tight timing of contract operations. The detour center line indicated on the second print of Drawing No. 18865 and lying entirely northeasterly from the structure area is another possibility, however, it involves grade crossings of the present and future track and considerable additional expense to the State.

Referring to Drawing No. 18816 and because of the spans required, steel girder construction is the only feasible type of structure that can be used at this crossing. Your attention is called to the typical cross section on this drawing which indicates through girder, floor beam and ballast plate type of construction to keep the depth of structure to an absolute minimum.

Access on the interstate highway system is prohibited to other than Highway Department personnel for maintenance purposes. The Highway Department is willing to take the major portion of the maintenance on the completed structure with the Railroad maintaining only its trackage, ballast, and girders which would be accessible from the track area.

The prints of the un-numbered 1" equals 50 scale map indicate the proposed new railroad alignment as discussed at our jobsite meeting. This line has not been run in the field and actually tied down by station. It would be proposed to use the same grade on the revised railroad line as on the existing track.

Mr. Kendrew of your Portland office contacted me recently and advised that a meeting in Mr. Holmes office had been arranged for May 8 at 9:00 a.m. to discuss this project. I am very sorry that I have not been able to get these plans to you sooner but possibly you will be able to study them and be in attendance at the meeting in San Francisco so that all details may be ironed out at that time.

I will be leaving Salem not later than Sunday, May 5, and if there is anything that I can do in the meantime please advise.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. H. M. Williamson-w/ 2 encs.
of each drawing
Mr. P. M. Stephenson ✓
Mr. F. D. Morgan

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
MAY 9 1963
FOR FILING

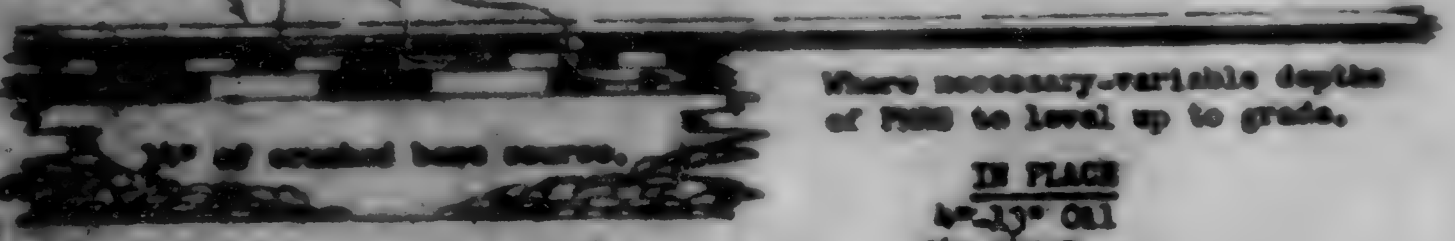
Section WALL CREEK - SISKIYOU SUMMIT UNIT
S. ASHLAND - CALIF. STATE LINE Highway PACIFIC (EA 3) County JACKSON Prog. 15-1418

Res. Engr. M.B. Merrill Approx. Length of Project 3.56 Miles Sta. 410± to Sta. 598± Date 4-23-63

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY

NEW WORK and/or WIDENING | EXISTING ROADWAY

1½" of A.C. (Future-when required.)
2" of top course A.C.
2" of bottom course A.C.
3" of Plant Mix Bituminous Base.



14" of crushed base course.

Where necessary-variable depths of PMBB to level up to grade.

IN PLACE
4"-13" Oil
6½"-16" Base

(1)
Typical Soil

43	LL
20	PI
43	% Pass 200
10	% Gravel
16	% Coarse Sand
31	% Fine Sand
26	% Silt
17	% Clay
26	"R" Value (Corrected)

AASHO Classif. - A-7-6 (5)

(1) Clayey Sand

Other Traffic Classifications	Total Thickness Requirements
VERY HEAVY	19"
HEAVY	16½"
MEDIUM HEAVY	14"
MEDIUM	12"
LIGHT	9½"

Required Crushed	Required Rock Crushed	Proposed Type Base Allow.	Proposed Base Rec.	
			4	AC
			3	PMBB
			14	Cr Base
			21	PRESENT
		Future	1½	AC
21			22½	FUTURE TOTAL

PROPOSED BASE SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

The use of Plant Mix Bituminous Base is recommended. The quality of material in this area is generally fair but some of poor rock will be encountered and should be upgraded.

B.P.R.
AASHO
Highway Engineer
Submitted

NOTED
LLOYD P. SHAW

PAVEMENT TYPE SELECTION

WALL CREEK - SISKIYOU SUMMIT
PACIFIC HIGHWAY
JACKSON COUNTY
Prefix 15-1419

Factors Governing Selection

assification: VERY HEAVY Present ADT 3000 1980 ADT 7300 % Heavy Vehicles 15

(NOTE: Increase classification one step for heavy logging use)

aracteristics: See design chart attached

Frost Penetration ________ Annual Rainfall 20"±

mance of Similar Pavements in Area: Good X Fair ________ Poor ________

Remarks: where constructed to present OSHD surfacing standards

omparisons: Not appropriate due to other factors

ry Factors Governing Selection

Existing Pavements: A.C. or Oil

struction: No problem

Surface or Elevated Design: Surface

Aggregates: No problem

Competition: Not appropriate

sideration: No problem

ence, Participating Local Government Preference, and
al Industry: Not a factor

No problem

an Adaptation of Local Materials or of Local Commercially
Mixes: No problem

AND REMARKS:

ems 4 and 6, an A.C. wearing surface has been selected.

7+

RECEIVED
1962
FOR FILING

6254

3-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
912/323
0-SH-62-5

April 25
1962

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

ATTENTION: G. S. Paxson, Deputy State Highway Engineer

Dear Sir:

Thank you for your letter of April 20, 1962, transmitting copy of location prospectus for section of highway between Mistletoe Undercrossing and Oregon-California State line. It appears that this company's interests will only be effected in the vicinity of the present Wall Creek Underpass.

We would like to urge that your locating people give consideration to crossing our line by means of an overpass structure in preference to an underpass. We are cognizant, of course, of the fact that the rough terrain will pretty well dictate the manner of crossing. As your studies progress, we will be pleased to be kept informed.

Very truly yours,

HM Williamson
RW

Copy to [illegible]
[illegible]

RECEIVED
APR 27 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1962
FOR FILE

April 20, 1962

Mr. E. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

The State is starting a location survey from the Mistletoe Undercrossing southerly to the California state line on US99 (Interstate 5). At some point, probably near the present Wall Creek Undercrossing, we will be crossing your railroad line.

The location is just beginning and I cannot at this time give you any details but submit the attached location prospectus so that you may be advised of what is under way.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
cc Mr. Samuel Burton
Mr. Forrest Cooper

I-5-2(34) Jumpoff Joe Cr.-Louse Cr. 1964
62 Sign Install., Pacific Hwy.
#6455

RECEIVED
JUN 15 1966
FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

I-5-2(34)62

Memorandum

KLE 30E
MAISON

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 13, 1966

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Final Voucher
Federal-aid Project I-5-2(34)62

The final voucher on the subject project has been approved in the amount submitted of $383.39; however, this amount has been reduced by $263.29 to cover the deduction on Voucher No. 30 - Final, project U-171(8). The net amount approved on this claim is $120.10.

419

Orig to Maison

REFERRED TO

By Asst. State Hwy. Engr.
6-15-66

RECEIVED
[illegible] 1966
OFFICE OF
[illegible] ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

I-5-2(34)62

Form CD-121 (11-63) (Pres. by A.O. 200-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: June 13, 1966

In reply refer to: 08-35.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L R Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Final Voucher
Federal-Aid Project U-171(8)

In accordance with Mr. Maison's April 4, 1966 memorandum transmitting transfer vouchers to purify costs, the claim on the subject voucher has been approved in the amount of ($263.29), computed as below:

Net Amount Claimed			$ 0.00
Transfer Vouchers Deducted:			
Equipment Rental - page 5	$ 16.80		
" " " 5	16.80		
Payroll - page 13-1	106.24		
" " "	69.36		
" " "	120.96		
" " "	84.80		
Total Deduction		$414.96	
Pro Rata at 63.45%			
Net Deduction			$263.29
Net Amount Approved for Payment			($263.29).

This amount has been deducted from final voucher No. 9 on project I-5-2(34)62.

copy

orig to Maison

REFERRED TO

____
By Asst. State Hwy. Engr.

6-15-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 29 1965

FOR FILING

November 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-2(34)62

Dear Sir:

Your August 9, 1965, endorsement noted that contract work on Contract No. 6455, Jumpoff Joe Creek - Louse Creek Section in Josephine County, Federal-Aid Project No. I-5-2(34)62, was satisfactory. The State Highway Commission authorized acceptance of the contract as of August 24, 1965.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order by State Forces, or others, completed none.

Contractor's wage certification is dated 8-3-65

Attachments are as follows

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report
Construction Engineer's Statement

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

KMR:ed
cc: C. H. Maison
R. N. Chase
I. D. Merchant

RECEIVED
AUG 25 1965
FOR FILING

I-5-2(34)62

6455

August 25, 1965

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6455 awarded to Stillwell Construction Company for signing installation on the Jumpoff Joe Creek-Louse Creek Section of the Pacific Highway in Josephine County was completed on March 8, 1965, and accepted by the Highway Commission on August 24, 1965.

Final payment in the amount of $1,609.80 will be released to the contractor after September 1, 1965. The total contract amount is $23,130.95 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn
cc Stillwell Construction Company
919 South Horton Street
Seattle 4, Washington

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
AUG 25 1965
FOR FILING

I-5-2(34)62

6455

August 24, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed March 8, 1965, on Contract No. 6455. The contract was with Stillwell Construction Company and was for signing on the Jumpoff Joe Creek-Louse Creek Section of the Pacific Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective August 24, 1965, and that you concur in this procedure at the Commission meeting on September 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

STATE COPY

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

RECEIVED
9 1965
FILING

645

July 30, 1965

RECEIVED
AUG 1 0 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on March 8, 1965, on Contract No. 6455, Jumpoff Joe Creek-Louse Creek Section, in Josephine County, in connection with Federal-Aid Project No. I-5-2(34)62.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 8-9-65

Conditions noted on above date:

Final inspection on 4-23-65 indicated completion in substantial conformance with plans and specifications.

CTC/

A. W. Parsons
Division Engineer

By: M.E. Martin
M.E. Martin
District Engineer

REFERRED TO
Young
By Asst. State Hwy. Engr.
8-18-65

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 15 1964
FOR FILING

645

October 12, 1964

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Jumpoff Joe Creek - Louse Creek
Section
Sign Installation
Contract No. 6455
Federal Aid Project No. I-5-2(34)62

Stillwell Construction Company started work on the above contract on October 7, 1964.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: C.R. Maison
L.H. Young
D.B. Parkes
F.A. Query
E.A. Pease

NOTED
FLOYD QUERY

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHL TRANSACTION NO. 7-26 [illegible]	FO R-2 (RE -64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)*	COUNTY Josephine
PROJECT REPORT NO. 4		PROJECT NO. I-5-2(34)62

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 3 Mi. N. Grants Pass North 6 Mi.
(Jumpoff Joe Creek - Louse Creek Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	7.025
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 25,582.00	$ 23,500.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~By~~ A. W. Parsons
(Division Engineer)

L R Backlund

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer 7-15-64

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid
Project No. I-5-2(34)62

JUMPOFF JOE CREEK-LOUSE CREEK SECTION

OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 26, 1964

Type Code Y002
Signing (Sta. 724+10 to Sta. 1095+00)

Removal of Existing Sign Installations	All Required			$ 200.00
Furnish 8" BP 36# Steel Piling	79 lin.ft.	$	5.50	434.50
Drive Steel Piles	7 only		90.00	630.00
Sign Support Footings	All Required			1,130.00
Metal Sign Posts	All Required			400.00
Single Sign Supports	All Required			7,740.00
Triple Sign Supports	All Required			1,500.00
Wood Sign Posts	All Required			1,370.00
Type "A" and "B" Signs in Place	1,330 sq.ft.		5.50	7,315.00
Type "C" and "D" Signs in Place	723 sq.ft.		3.65	2,638.95
Type "E", "F" and "G" Signs in Place	322 sq.ft.		3.80	1,223.60
Type "P" Signs in Place	65 sq.ft.		5.00	325.00
Salvage and Stockpile Guide Posts	80 ~~sq.ft.~~ Only		1.25	100.00
Guide Posts, Y-2	240 only		7.25	1,740.00
Guide Posts, Y-3	6 only		8.50	51.00
	Subtotal			$26,798.05
	10% Engr. & Cont.			2,678.95
	Total			$29,477.00

Length of Project . . . . 7.025 Miles

Federal Funds	$27,000.00
State Funds	2,477.00
	$29,477.00

RECEIVED
JUL 2 1 1964
FOR FILING

STATE COPY

[illegible]

Federal Aid
Project No. [illegible]-5-2(34)62

[illegible] - [illegible]

[illegible]

([illegible] basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 2, 1964

[illegible] 1025+00)(Contract 6455)

[illegible] Installations	All Required		$ [illegible]
[illegible] Filing	79 lin. ft.	$ 5.65	[illegible].35
[illegible]	7 only	90.00	[illegible]
[illegible]	All Required		952.00
[illegible]	All Required		495.00
[illegible]	All Required		4,[illegible].00
[illegible]	All Required		[illegible]50.00
[illegible]	All Required		1,[illegible].00
[illegible] in Place	1,390 sq. ft.	5.95	7,[illegible]
[illegible] in Place	723 sq. ft.	3.20	2,3[illegible]
[illegible] Signs in Place	302 sq. ft.	3.60	1,157.20
[illegible] in Place	65 sq. ft.	5.00	325.00
[illegible] Guide Posts	80 only	1.80	144.00
[illegible]	240 only	7.00	1,[illegible].00
[illegible]	6 only	7.60	45.60
	Subtotal		$[illegible],256.55
	10% Engr. & Cont.		[illegible]
	Total		$[illegible]

[illegible] Project . . . . 7.025 Miles

[illegible] Funds. . . . . $[illegible]
[illegible] Funds. . . . . [illegible]
$[illegible]

[illegible] for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

[illegible] for Maintenance: Chap. 529, laws 1939.

Oregon Division
Salem

JUL [illegible] 1964

original copy to Morgan
7-20-64

JUN 30 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Stillwell Construction Company
919 South Horton Street
Seattle, Washington

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6455 for the following project:

Jumpoff Joe Creek-Louse Creek Sign Installation on Pacific Highway, north of Grants Pass in Josephine County.

This award was based on your low bid of $23,256.55 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

[illegible]
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 26, 1964

08-35.EC

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(34)62
Jumpoff Joe Creek-Louse Creek
Roadside Improvement

As requested in Mr. Young's letter of today supplementing Mr. Litchfield's June 25, 1964 certification of utility access rights and advising that all rights of way as well as other access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6455 to Stillwell Construction Co. of Seattle, Washington, low bidder in the amount of $23,256.55 at the June 24, 1964 bid opening.

In the future, we would appreciate having your Department cover all control-of-access rights or exceptions thereto in a single certification for improved coordination.

[illegible]

original to Young
1-3-64

NOTED
LLOYD P. SHAW

RECEIVED
JUN 4 - 1964
FOR F

I-5-2(34)62

6455

477 Cottage Street N.E.
Salem, Oregon 97301

June 2, 1964

08-35.2-DB

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

By: M. E. Martin, District Engineer

Oregon Project I-5-2(34)62
Jumpoff Joe Creek-Louse Creek Section
Signing

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired for the contractor's occupancy and use, with relocation advisory assistance provided, and further that control of access rights have been acquired, with the possible exception of those involved with utilities, as indicated in Mr. Moehring's May 22, 1964 letter. Mr. Becker's May 27, 1964 letter indicates that you are taking immediate steps to ascertain if any utility access rights, except as provided in approved plans, have not been extinguished. Certification concerning such access rights should be furnished prior to our concurrence in award in accordance with subparagraph 9d of PPM 21-6.3.

Mr. Young's May 28, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Attachment

original To Young with attach.
6-4-64

NOTED
LLOYD P. SHAW

9

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metke, Bend

RECEIVED
JUN 1 1964
FOR FILING

I 5-2(4)-3

04581

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

CONSTRUCTION DIVISION
RECEIVED
MAY 28 1964
NOTED

May 27, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This letter is in response to a telephone call from your department regarding the contract for signs for the Jump-off Joe Creek - Louse Creek Section of Pacific Highway, Josephine County.

Please be advised that we have no interest in this contract, from a fishery standpoint.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

Copies to:
- Lloyd Shaw
- L. H. Young
- Frank Hall
- T. C. Roake
- J. E. Morelock
- L. R. Chandler (2)

RECEIVED
MAY 29 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

9

RECEIVED
APR 25 1964

FOR FILING
I-5-2(24)64

4-15

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

April 22, 1964

08-35-EC

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

Oregon Projects I-5-2(10)62 and I-5-2(24)64
Jumpoff Joe Creek-Louse Creek Section
Added Point of Entry to the Right-of-Way

Our March 30, 1964 memorandum authorizing advertising of roadside improvement and signing of the Manzanita Safety Rest Area advised that agreement should be reached regarding control-of-access with the Pacific Telephone and Telegraph Company prior to concurrence in award of contract. In accordance with established procedure, changes or additions of the approved points of access, such as Game Farm Road and Delta Park interchanges or entry to the right-of-way, proposed by a State after authorization has been given to advertise for bids,are to be referred to the Washington office for consideration by the Federal Highway Administrator, who will either approve or deny approval.

You were authorized to advertise the initial project, No. I-5-2(10)62 on the Jumpoff Joe Creek-Louse Creek Section, on February 13, 1957. Copies of your proposed permit with Pacific Northwest Bell Telephone Company (previously P.T. and T.) were received on April 21, 1964. The permit grants the company a point of entry to the rest area right-of-way through a locked gate. We assume that such an installation will be on a non-participating basis.

Prior to referring this matter to the Administrator, we should have justification for providing the locked gate, such as the anticipated frequency of use. In addition, on April 20, 1964 we approved (P.S.&E not authorized for advertising) servicing the same coaxial cable within the Dillard Junction interchange rest area from the parking area. An explanation should be furnished for the difference involved.

Early in 1962, discussions were held with Asst. Field Construction Engineer Baker regarding provisions for locked gates for Pacific Northwest Bell on the Cascade Locks-Mitchell Point Section in connection with Mr. Rohde's January 10, 1962 inter-department correspondence to Mr. Porter. Pending further study by your Legal Division as to establishing a definite procedure, tentative agreement was reached on the following points regarding locked gate procedures:

original to Agency
cc Litchfield
Wright
4-28-64

NOTED
LLOYD P. SHAW

1. Terminology could be used "authorized to use an access" in lieu of "granted an access" to denote that the access is not a standard road approach.

2. Access restricted to utility crews engaged in maintenance or operations.

3. Gates to be kept locked at all times other than when in use, subject to revocation of the authorization if violations occur.

4. Required locks and chains are to be provided by the utility companies.

5. If the locked gate is actually a point of access rather than merely a point of entry into the right-of-way, stopping or parking vehicles anywhere within the access control lines will be allowed only while opening or closing gates.

We also would appreciate being advised as to what action has been taken on establishing definite procedures for provision of locked gates.

RECEIVED
[illegible] 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

18-1006 Crescent Cr. Rd.-Crescent Sec., 1964
The Dalles-California Hwy.
#6456 (Paving)

RECEIVED
DEC 2 - 1964
FOR FILING
[illegible]
6456

December 2, 1964

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

On November 4, 1964, we wrote to you concerning release of final payment on Contract No. 6456, awarded to Babler Bros., Inc., for paving the Crescent Creek Head-Crescent Section of The Dalles-California Highway in Klamath County.

Final payment on this contract is $7,491.90 and the total contract amount is $154,717.06, including $1,126.42 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Phil Grossmayer Company
General Agents
P. O. Box 1191
Portland 7, Oregon

C. H. Maison
Attn: John Herr

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: Oct. 30, 1964

SECTION: Crescent Cr. Rd. - Crescent

SECTION PREFIX: 18-1006

HIGHWAY: The Dalles - California

COUNTY: Klamath

NAME OF JOB: Crescent Creek Road - Crescent

KIND OF WORK: Paving

CONTRACTOR: Babler Bros., Inc.

CONTRACT NUMBER: 6456

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: August 10, 1964

ESTIMATED COMPLETION DATE: Complete

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS: 70

WORK DAYS USED: 46

PERCENT OF TIME ELAPSED: 66

PROJECT AUTHORIZATION: $ 170,255.25

EXCLUSIVE OF ENGINEERING: $ 163,445.04

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 157,000

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . . 4 %

ENGINEERING AUTHORIZATION: $ 12,107.04

ENGINEERING COST TO DATE: $ 7,800

PERCENT OF AUTHORIZATION . . . . . 64 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

DATE PROJECT WAS COMPLETED: Sept. 21, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
					100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT				5	5
MILES PARTIALLY COMPLETED					
MILES COMPLETED				5	5
TOTAL ESTIMATED QUANTITIES (CONTRACT)				14 T	18000T 1000T
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE				11 T	17712T 1121T
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			NOTED JOHN R. OAKES
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semifinal Estimate was submitted to Division Office 10-27-64.

FINAL REPORT

SIGNED R. H. Clark R. H. Clark

ADDRESS P.O. Box 1249 Res. Eng'r.

Bend

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
NOV 2 - 1964
FOR FILING

6456

October 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 21 on Contract No. 6456. The contract was with Babler Bros., Inc. and was for paving on the Crescent Creek Road-Crescent Section of The Dalles-California Highway in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 30, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
Dean Swift

LPS:bbc

RECEIVED
JUN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
E. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Babler Bros., Inc.
P. O. Box 4629
Portland 2, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6456 for the following project:

Paving Crescent Cr. Rd.-Crescent Section of The Dalles-California Highway at Crescent in Klamath County.

This award was based on your low bid of $149,638.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

20-1009 Belt Line Rd.-Prairie Rd. Sec., 1964
Pacific Hwy. (Grad. & Pav.)
#6457

RECEIVED
FEB 9 1965

FOR FILING

February 5, 1965

St. Paul Fire and Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

On January 22, 1965, we wrote to you concerning release of final payment on Contract No 6457 awarded to McKenzie Road and Driveway Company for grading and paving the Belt Line Road-Prairie Road Section of the Pacific Highway West in Lane County.

Final payment on this contract is $8,596.18 and the total contract amount is $155,806.60, including $730.10 for work performed under force account

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc McKenzie Road & Driveway Co
P O Box 347
Eugene, Oregon

Tromp & McKinley Agency
260 11th Avenue East
Eugene, Oregon

C H Maison
Attn: John Herr

RECEIVED
JAN 22 1965

FOR FILING

[illegible]

6457

January 21, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed November 16, 1964 on Contract No. 6457. The contract was with McKenzie Road and Driveway Company and was for grading and paving on the Belt Line Road-Prairie Road Section of the Pacific Highway West in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 21, 1965, and that you concur in this procedure at the Commission meeting on January 27.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maimon
L. R. Chandler

LPS:bjs

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: December 19, 1964
	SECTION: Belt Line Road - Prairie Rd.	SECTION PREFIX: 20-1129
	HIGHWAY: Pacific Hwy. 99 W	COUNTY: Lane
NAME OF JOB: Belt Line Road - Prairie Road Section	KIND OF WORK: Grading and Paving	
CONTRACTOR: McKenzie Road & Driveway Co.	CONTRACT NUMBER: 6457	FEDERAL AID PROJECT NUMBER: State Project
DATE OF CONTRACT: June 26, 1964	DATE WORK STARTED: July 17, 1964	XXXXXXX COMPLETION DATE: November 6, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED XXXXXX compl. date October 31, 1964	WORK DAYS USED: Not applicable
PROJECT AUTHORIZATION: $ 194,344.93	ENGINEERING AUTHORIZATION $ 13,820.00	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $ 180,524.85	ENGINEERING COST TO DATE $ 15,264.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 156,135.25	PERCENT OF AUTHORIZATION 114.9 %	100
ESTIMATED PERCENT: XXXXX UNDERRUN 13.5 %	DATE PROJECT WAS COMPLETED: November 6, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100 %	100 %	100 %	-----	100 %	100 % 100 %		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.14	1.14		1.14	1.14
MILES PARTIALLY COMPLETED	1.14	1.14		1.14	1.14
MILES COMPLETED	1.14	1.14		1.14	1.14
TOTAL ESTIMATED QUANTITIES (CONTRACT)	15,000 CY	37,600 Tons	250	CY 40 Tons	9,000 Tons
TOTAL QUANTITIES CORRECTED TO DATE	17,585 CY	34,328 Tons	209	CY 33 Tons	8,340 Tons
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	17,585 CY	34,328 Tons	209	CY 33 Tons	8,340 Tons
AVERAGE DAILY QUANTITIES		(TIME HAS EXPIRED)			
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			NOTED JOHN R. OAKES
TUESDAY			CONSTRUCTION DIVISION RECEIVED
WEDNESDAY			DEC 21 1964
THURSDAY			
FRIDAY			
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project was completed November 6, 1964. Third notification has been submitted. Semi-Final Estimate was submitted to the Division Office on Friday, December18, 1964.

SIGNED James E. Chaney

ADDRESS

OREGON STATE HIGHWAY DEPT.
% JAMES E. CHANEY
P. O. BOX 971
GRANTS PASS, OREGON 97526

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

FORM E-30 EOM 12-63 54676

6457

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible]
[illegible]

To: [illegible]

SUBJECT: [illegible]

[illegible] letter of [illegible] refers to a discussion with Commissioner [illegible], Lane County, in the course of which the [illegible] concerning [illegible] interchange at the intersection of [illegible] road and [illegible].

The financial aspect of an interchange at this point has been worked up and was [illegible] to this office [illegible] Olson [illegible]. [illegible] are, for construction (other than structures) [illegible], cost of structure [illegible], and cost of right of way [illegible].

The traffic analyses [illegible] anticipated volumes indicated an at-grade intersection would carry traffic at that time. For this reason, we should consider any improvement in this area a [illegible] problem and not plan to construct an interchange in the foreseeable future.

Lloyd [illegible]
Assistant State Highway Engineer

[illegible]

cc Forrest Cooper
[illegible] Porter
D. J. [illegible]

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1964

SUBJECT: Belt Line Interchange
Pacific Highway West
Lane County

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

By letter of July 21, copy attached, I brought to your attention a verbal request by Commissioner Nielson of Lane County that we pick up the necessary right of way for subject interchange, and build it at this time.

Attached is a reconnaissance estimate of approximately $900,000 for the full interchange including right of way. The only salvage assumed in the County's work was the right of way for their original at-grade proposal.

As stated in my original letter, our best traffic information indicates that the at-grade intersection would operate with 1983 traffic.

Please advise your desires.

F D. Morgan
Construction Engineer

By

A.D. Olson
Urban Engineer

ADO:jp
Enclo.

Salem, Oregon
July 21, 1964

Intersection of Belt Line Road & Hwy 99
Belt Line Road-Prairie Road Section
Pacific Highway West - Lane County

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

During a recent discussion with Commissioner Nielson of Lane County, he proposed that we seriously consider purchasing the necessary additional right of way for a full interchange at the intersection of their Belt Line Road and 99W and build the interchange at this time.

He believes that the traffic will be more than presently anticipated, that an interchange will be needed in the near future, and that right of way values will skyrocket if an at-grade channelization is built initially. He requested that I pass this information on with the thought that the right of way should be tied up at this time even if the interchange is not presently constructed.

The traffic figures for any of the proposed facilities in the Eugene-Springfield area vary greatly from one expert to the next, but our best information indicates that the at-grade channelization would operate with 1983 traffic. A copy of the anticipated traffic count is attached.

No estimate has been made of the cost of the interchange or right of way.

F.D. Morgan
Construction Engineer

By ADOlson
A.D. Olson
Urban Engineer

ADO:jp
Attach

Form 2-49—30M—6-59

TABULATION SHEET

SHEET .... OF .... SHEETS

OREGON STATE HIGHWAY
DEPARTMENT

Construction Estimate
Belt Line Rd. & Hwy 99W Interchange
Lane County

Item	Unit	Net	Allowance	Total	Unit Price	Amount
1. Clearing & Grubbing	Lump Sum					$3,000
2. Embankment in Place	Cu. Yd.	341,700	85,425	427,125	$ 0^{50}	213,563
3. Drainage Exc.	Cu. Yd.	68	7	75	3^{00}	225
4. 18" Pipe	Lin. Ft.	520	52	572	4^{25}	2,431
5. Coarse Cr. Mat'l in Base	Ton	46,044	4,604	50,648	1^{75}	88,634
6. 3/4"-0 Mat'l in Base	Ton	5,052	505	5,557	2^{00}	11,114
7. Sprinkling	M-Gal.	1,363	136	1,499	2^{00}	2,998
8. 3/4"-0 Mat'l in Binder	Cu. Yd.	311	31	342	5^{00}	1,710
9. Asphalt in Binder	Ton	50	5	55	50^{00}	2,750
10. A.C. Mix	Ton	7,752	775	8,527	4^{00}	34,108
11. Asphalt in Mix	Ton	426	43	469	33^{00}	15,477
12. Metal Guard Rail	Lin. Ft.	3,800	380	4,180	2^{50}	10,450
13. Metal Median Barrier	Lin. Ft.	3,500	350	3,850	3^{75}	14,437
						$400,897
		+20% Engr. and Cont.				80,103
						$481,000
		Structure				298,000
		R/W				118,000
				TOTAL		$897,000

RECEIVED
AUG - 3 1964

FOR FILING

20-1.C9

To: [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1964

SUBJECT: Intersection of Belt Line Road & Hwy 99
Belt Line Road-Prairie Road Section
Pacific Highway West - Lane County

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

During a recent discussion with Commissioner Nielson of Lane County, he proposed that we seriously consider purchasing the necessary additional right of way for a full interchange at the intersection of their Belt Line Road and 99W and build the interchange at this time.

He believes that the traffic will be more than presently anticipated, that an interchange will be needed in the near future, and that right of way values will skyrocket if an at-grade channelization is built initially. He requested that I pass this information on with the thought that the right of way should be tied up at this time even if the interchange is not presently constructed.

The traffic figures for any of the proposed facilities in the Eugene-Springfield area vary greatly from one expert to the next, but our best information indicates that the at-grade channelization would operate with 1983 traffic. A copy of the anticipated traffic count is attached.

No estimate has been made of the cost of the interchange or right of way.

F.D. Morgan
Construction Engineer

NOTED
LLOYD P. SHAW

By A.D. Olson
A.D. Olson
Urban Engineer

[illegible]

Not required.

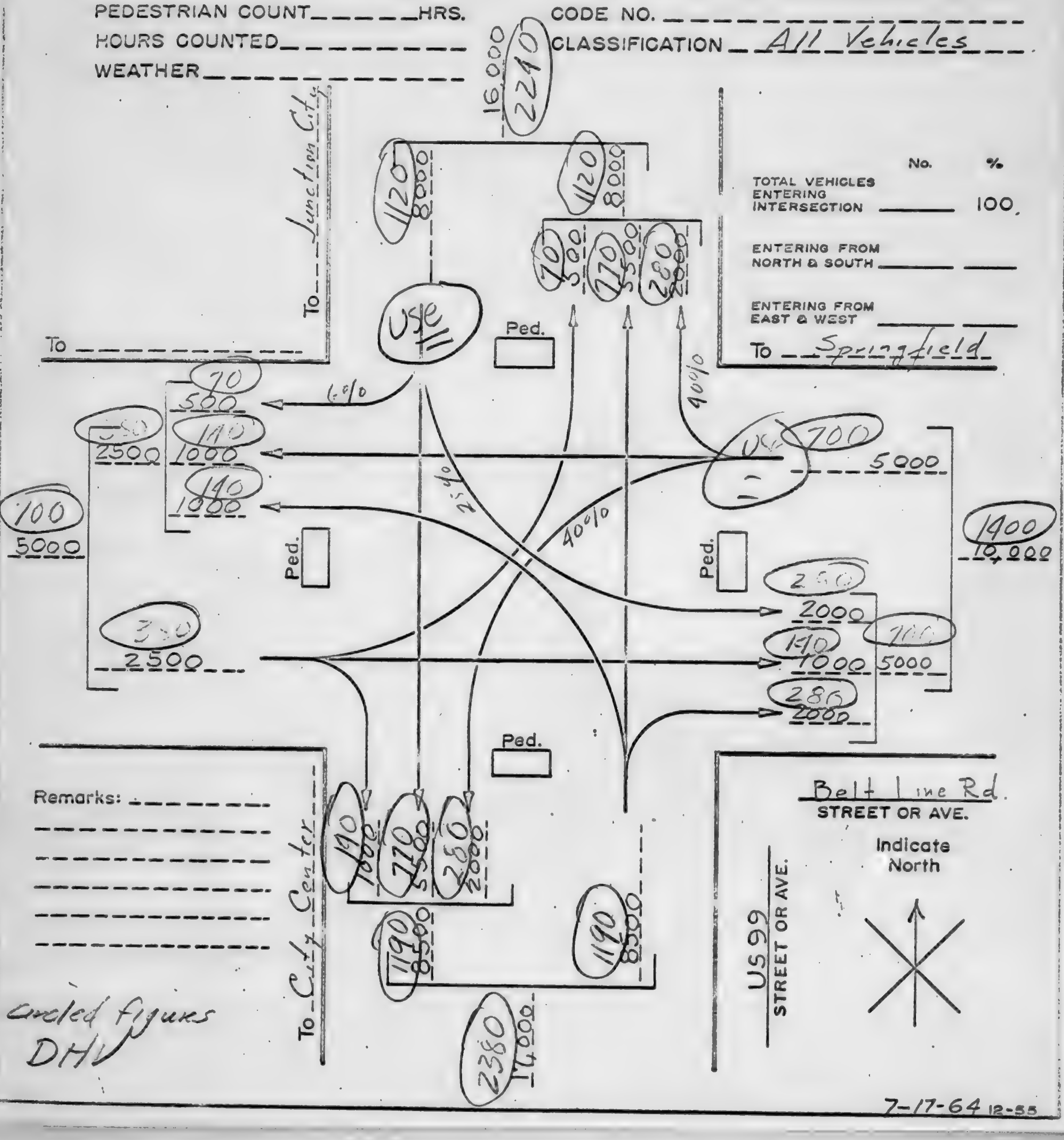
ADO:jp
Attach

RECEIVED
JUL 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE 1983 ADT
DAY OF WEEK
ACTUAL COUNT (VEH.) ____ HRS.
HOURS COUNTED
PEDESTRIAN COUNT ____ HRS.
HOURS COUNTED
WEATHER

CITY OF Eugene
INTERSECTION OF US99
AND Belt Line Rd FAS860
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles


16,000
2240
To Junction City
1120
8000
1120
8000
70
500
770
5500
280
2000
Use
Ped.
To
70
500
6%
380
2500
140
1000
140
1000
700
5000
Use
700
5000
40%
25%
40%
Ped.
Ped.
1400
10,000
250
2000
330
2500
190
1000
700
5000
280
2000
Ped.
190
1000
770
5500
280
2000
1190
8500
1190
8500
2380
14,000
To City Center
US99
STREET OR AVE.
Belt Line Rd
STREET OR AVE.
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION		100.
ENTERING FROM NORTH & SOUTH		
ENTERING FROM EAST & WEST		

To Springfield

Remarks:

Circled figures DHV

7-17-64 12-55

RECEIVED
JUN 30 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6457

June 29, 1964

McKenzie Road & Driveway Co.,
P. O. Box 347
Eugene
Oregon

Gentlemen:

The State Highway Commission on June 26, 1964, awarded to you State Highway Contract No. 6457 for the following project:

Grading-paving the Belt Line Road-Prairie Road Section of Pacific Highway in Lane County.

This award was based on your low bid of $168,901.05 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Jc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

320-1714 Creswell (Oregon Ave.) Sec. 1964
in Creswell (Grad. & Pav.)
#6458

Sp State Tax Sr Fund # 148

SCA

OREGON STATE HIGHWAY DEPARTMENT Date March 11, 1966

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT PROGRAM YEAR: 1964

Contract # 6458 Prefix 320-1714 Survey Prefix 320-1472

Street Oregon Avenue

City CRESWELL

Payments to Contractor	$ 11,528.09
Engineering and Contingencies.......................	2,531.98
Survey...	742.17
TOTAL............	$ 14,802.24
Agreed State Share	14,802.24
Agreed City Share	$ --
City Advance Deposit	$ --

Reference: Outside Billing None

RU:mm NOTED
RICHARD UNREIN

OREGON STATE HIGHWAY DEPARTMENT

CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: Lane

HIGHWAY: City Street

SECTION: Creswell(Oregon Ave.)

CONTRACT NO.: 6458

ESTIMATE NO.: 2 Final

FEDERAL AID PROJECT NO.: State

NO.	ITEMS	UNITS	UNIT PRICE	QUANTITY TO DATE
001	GENERAL EXCAVATION UNCLASSIFIED	CU YDS	.8000	1,897.2
002	12-INCH CULVERT PIPE	LIN FT	3.5000	9.0
003	ADJUSTMENT OF MANHOLES	ONLY	30.0000	3.0
004	COARSE CRUSHED MATERIAL IN BSE	CU YDS	2.7000	1,731.7
005	3/4 IN-0 MATERIAL IN BASE	CU YDS	3.0000	454.6
006	SPRINKLING	M GALS	4.5000	57.8
007	CLASS B ASPHALTIC CONCRETE	TONS	6.8000	527.7

8-25-64

DATE: 08/25/64 6458

PREVIOUS VOUCHER NO.: 5620

CHECKED BY: A.W. op

ENGINEER OR AUDITOR: G. H. Worth

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS -0-

FORCE ACCOUNT

TOTAL PAYMENTS

CONTRACT NO. 6458	ESTIMATE NO. 2 Final	PREFIX NO'S. 320-1714-204(41) 616.15 Dr.
FEDERAL AID PROJECT NO. State		

egon Ave.)

UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
YDS	.8000	1,897.200	1,517.76	1,517.76	
N FT	3.5000	9.000	31.50	31.50	
LY	30.0000	3.000	90.00	90.00	
YDS	2.7000	1,731.923	4,676.19	4,676.19	
YDS	3.0000	454.642	1,363.93	1,363.93	
GALS	4.5000	57.840	260.28	260.28	
S	6.8000	527.710	3,588.43	3,588.43	

	TOTAL CONTRACT ITEMS	11,528.09	11,528.09	
-0-	% RETAINED ON CONTRACT ITEMS		616.15	616.15
	FORCE ACCOUNT			
	TOTAL PAYMENTS	11,528.09	10,911.94	616.15

8-26-64

RECEIVED
AUG 28 1964

FOR FILING

August 28, 1964

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On August 26, 1964, we wrote to you concerning release of final payment on Contract No. 6458, awarded to Wildish Construction Company for grading and paving city street on the Creswell (Oregon Avenue) Section in Lane County.

Final payment on this contract is $616.15 and the total contract amount is $11,528.09.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc Wildish Construction Co.
P. O. Box 1106
Eugene, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
AUG 26 1964
FOR FILING

6458

August 25, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 8 on Contract No. 6458. The contract was with Wildish Construction Company and was for grading and paving on the Creswell City Street Section (Oregon Avenue) in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
C. H. Maison
F. D. Morgan

LPS:ajw hlb

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	BRIDGE NUMBER	WEEK ENDING: August 16, 1964
	SECTION Creswell (Oregon Ave)	SECTION PREFIX 320-1714
	HIGHWAY City Street	COUNTY Lane
NAME OF JOB Creswell (Oregon Ave)	KIND OF WORK Grading and Paving	
CONTRACTOR Wildish Construction Co.	CONTRACT NUMBER 6458	FEDERAL AID PROJECT NUMBER State
DATE OF CONTRACT June 26, 1964	DATE WORK STARTED July 16, 1964	ESTIMATED COMPLETION DATE August 8, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION:	SPECIFIED ~~WORK DAY~~S Completion September 1, 1964	WORK DAYS USED
PROJECT AUTHORIZATION: $ 13,975.87	ENGINEERING AUTHORIZATION $ 993.84	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $ 12,982.03	ENGINEERING COST TO DATE $ 2,374.44	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 11,528.09	PERCENT OF AUTHORIZATION 138.92 %	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.45 %	DATE PROJECT WAS COMPLETED 8-8-64	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
		100%		100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	.20	.20			.20
MILES PARTIALLY COMPLETED					
MILES COMPLETED	.20	.20			.20
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,800 cy	2,460 cy			530 tons
TOTAL QUANTITIES CORRECTED TO DATE	1,897.2 cy	2,460 cy			527.71 tons
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,897.2 cy	2,460 cy			527.71 tons
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	completed				completed
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: none

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Clear, warm		
MONDAY	Clear, Warm		
TUESDAY	Overcast, Warm		
WEDNESDAY	Broken Clouds, Warm		NOTED JOHN R. OAKES
THURSDAY	Broken Clouds, Warm		
FRIDAY	Clear		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Talked with L.W. Rulien by phone and received permission to hold estimate one day to secure accpetance letter from City of Creswell and submit as semi-final.
TUESDAY	Received acceptance letter from City of Creswell in AM, completed typing and transmitted semi-final to Roseburg in PM.
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Larry Rullien gave permission Monday to hold estimate one day. Job was completed Saturday approximately 1:30 pm. Letter of acceptance received from Mayor Holleman and City Council of Creswell on Tuesday morning. Semi-final transmitted to Roseburg Tuesday afternoon.

Mayor Holleman of Creswell personally commented on the fine job and what he felt were the excellent working relations between him and the State Highway Department.

This will be the last weekly report for this project unless further instructions are received.

SIGNED Geary H. Worth

ADDRESS Eugene, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

[illegible] ②

[illegible]

CITY OF CRESWELL
CRESWELL, OREGON

August 10th, 1964

R. M. AL

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

STATE OF OREGON
State Highway Dept.,
Salem, Oregon.

Gentlemen:

On behalf of the City of Creswell I wish to express thanks for the street paving job just completed on Oregon Ave., between 2nd and 5th Streets. It is a real nice job and we whole heartedly accept the same.

Yours very truly,

CLYDE C. HOLLEMON,
Mayor

NOTED

RECEIVED
AUG 14
ENGINEER
COUNTY & CITY

RECEIVED
JUN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

-1214

June 29, 1964

Wildish Const. Co.,
P. O. Box 1106
Eugene
Oregon

Gentlemen:

The State Highway Commission on June 26, 1964, awarded to you State Highway Contract No. 6458 for the following project:

Grading-paving Oregon Avenue in Creswell, Lane County.

This award was based on your low bid of $12,323.00 which was submitted to the Commission on June 24, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

June 26, 1964

Mr. Harold E. Peterson
City Recorder
City Hall
Creswell, Oregon

NOTED
R. M. ALLISON

NOTED
DON H[illegible]L

NOTED
H. S. COX

Dear Mr. Peterson:

On June 24, the State Highway Commission opened bids on the Special City Allotment project on Oregon Avenue. The low bid was submitted by Wildish Construction Company of Eugene, and the anticipated cost based on the bid is as follows:

Contractor's Bid	$12,323.00
Flagging	100.00
Engineering & Contingencies, 12-1/2%	1,552.00
Survey	1,000.00
Anticipated Total Cost...............	$14,975.00

Very truly yours,

H. S. Cox
County and City Engineer

By

R. M. Allison
Field Engineer

RMA:mm

RECEIVED
JUN 3 - 1964
FOR FILING

320-1714

16458

Salem, Oregon
May 25, 1964

Special City Allotment Agreement
Oregon Avenue (5th to 2nd Street)
Creswell

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of an agreement with the City of Creswell covering the Special City Allotment project on Oregon Avenue (5th to 2nd Street) in the City of Creswell.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to City Recorder, City of Creswell.

Secretary

rn
Attach: 1

[illegible] 1964

MEMO TO THE FILES: 4/27/64

Re: Special City Allotment Project
Oregon Avenue
City of Creswell

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
R. M. ALLISON

On April 16, 1964, a short conference was held with Resident Engineer, Geary Worth, on subject project.

There were three variations concerning the location on Oregon Avenue:

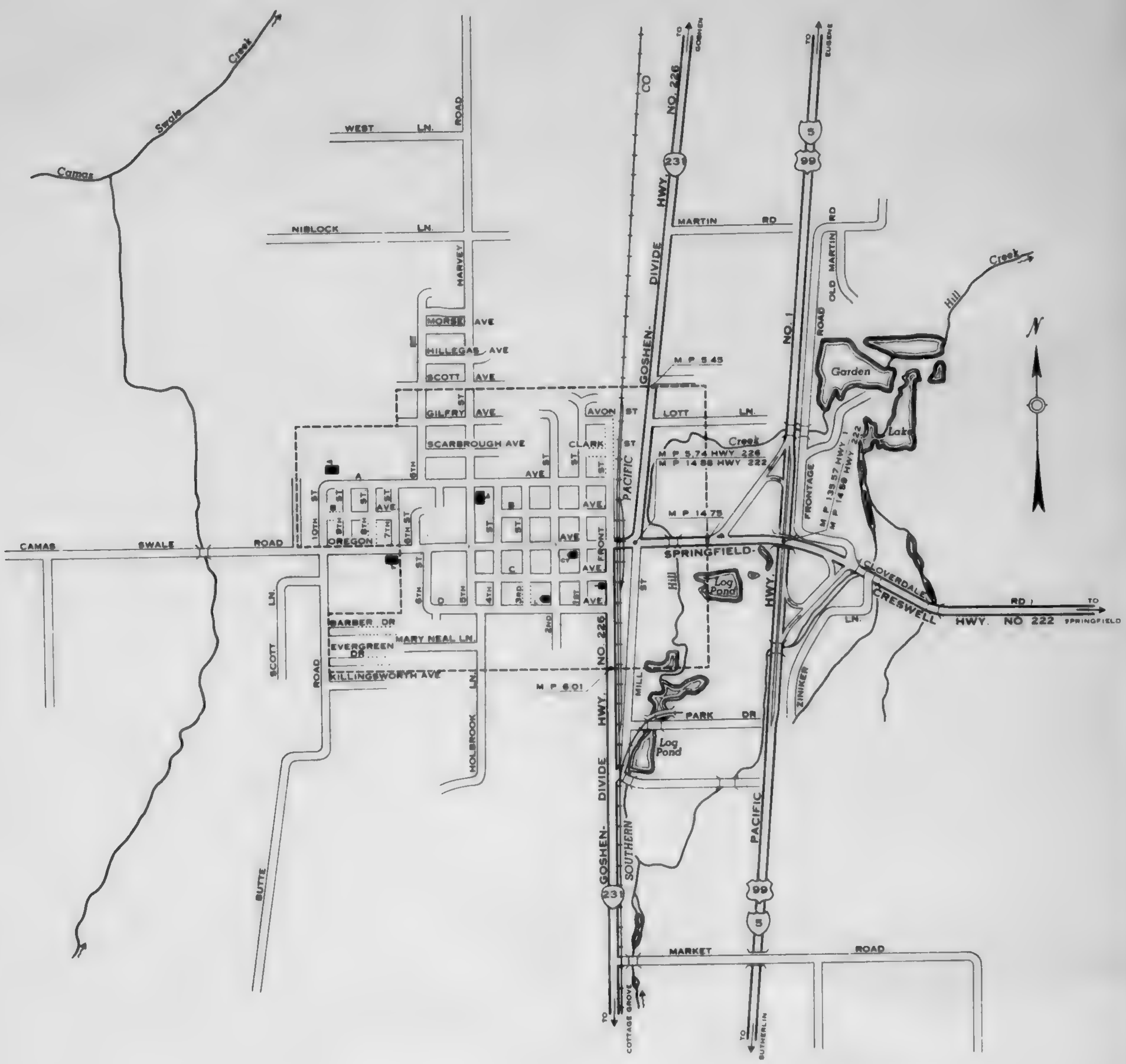
NOTED
P. B. Arensmeier

1. The typical was altered to permit full depth paving of shoulders.
2. Backfill of base rock and level course to bring the rock slope of the standard roadbed section up to the level of the existing street was considered necessary to provide a maximum width of roadway.
3. The project limits were extended westerly to station 6+50 to provide for taper between the new section and the existing street section west of Fifth Street.

The inclusion of the above variations in the original project can be accomplished without increasing the cost of the project above the initial estimate.

R. Allison
R. M. Allison
County & City Field Engineer

RMA:eb


Camas
Swale
Creek
WEST LN.
ROAD
NIBLOCK LN.
HARVEY
MORSE AVE
HILLEGAS AVE
SCOTT AVE
GILFRY AVE
SCARBROUGH AVE
AVON ST
LOTT LN.
CLARK ST
MARTIN RD
OLD MARTIN RD
ROAD
Hill
Creek
Garden
Lake
N
M P 5.45
M P 5.74 HWY 226
M P 14.88 HWY 222
M P 14.79
M P 135.57 HWY 1
M P 14.89 HWY 222
FRONTAGE
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD
2ND
1ST
FRONT ST
A
B
C
D
AVE
CAMAS SWALE ROAD
OREGON
SPRINGFIELD-
CRESWELL HWY. NO 222
CLOVERDALE RD
TO SPRINGFIELD
Log Pond
LN.
ZINIKER
SCOTT LN.
ROAD
BARBER DR
MARY NEAL LN.
EVERGREEN DR
KILLINGSWORTH AVE
LN.
HOLBROOK
M P 6.01
MILL ST
PARK DR
Log Pond
BUTTE
GOSHEN-DIVIDE HWY. NO 226
SOUTHERN PACIFIC
CO
PACIFIC HWY. NO 1
5
99
231
MARKET ROAD
TO GOSHEN
TO EUGENE
TO COTTAGE GROVE
TO SUTHERLIN
SIGNED ROUTES
INTERSTATE 5
U.S. 30
ORE. 22
LEGEND
Post Office
School
R. R. Depot
Public Bldg.
CH – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.

CRESWELL

LANE COUNTY, OREGON

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 760

Scale in Feet

July 1, 1961

RECEIVED
MAR 24 1964

320-1214

6458

3-18-64

Prefix No. 320-1472

LOCATION PROSPECTUS
OREGON AVENUE SECTION
CITY OF CRESWELL
LANE COUNTY

STREET: Oregon Avenue, city of Creswell. Not on State or Federal Highway System.

TERMINI: The westerly end is at the intersection of 5th Street and Oregon Avenue. The easterly end is at the intersection of 2nd Street and Oregon Avenue.

LENGTH: 0.2 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Reconnaissance is not necessary. Soils investigations have been completed. There are no special drainage problems. The survey need not be tied to the Lambert Grid System. This project is to be constructed with 1964 Special City Allotment Funds.

TYPICAL SECTION: Two 11-foot travel lanes with 4-foot shoulders. Construction will be done about the existing centerline leaving a 14-foot area from the edge of shoulder to existing curbs for construction by the City when funds become available.

BASE DESIGN: The approved base design for construction is:

Paving	3" A.C.
Top Course Base	2" Leveling
Bottom Course Base	12" Coarse Base
Total Depth	17"

MATERIAL: Adequate quantities are available from commercial sources.

ADDITIONAL FACILITIES: There are no railroad or major stream crossings.

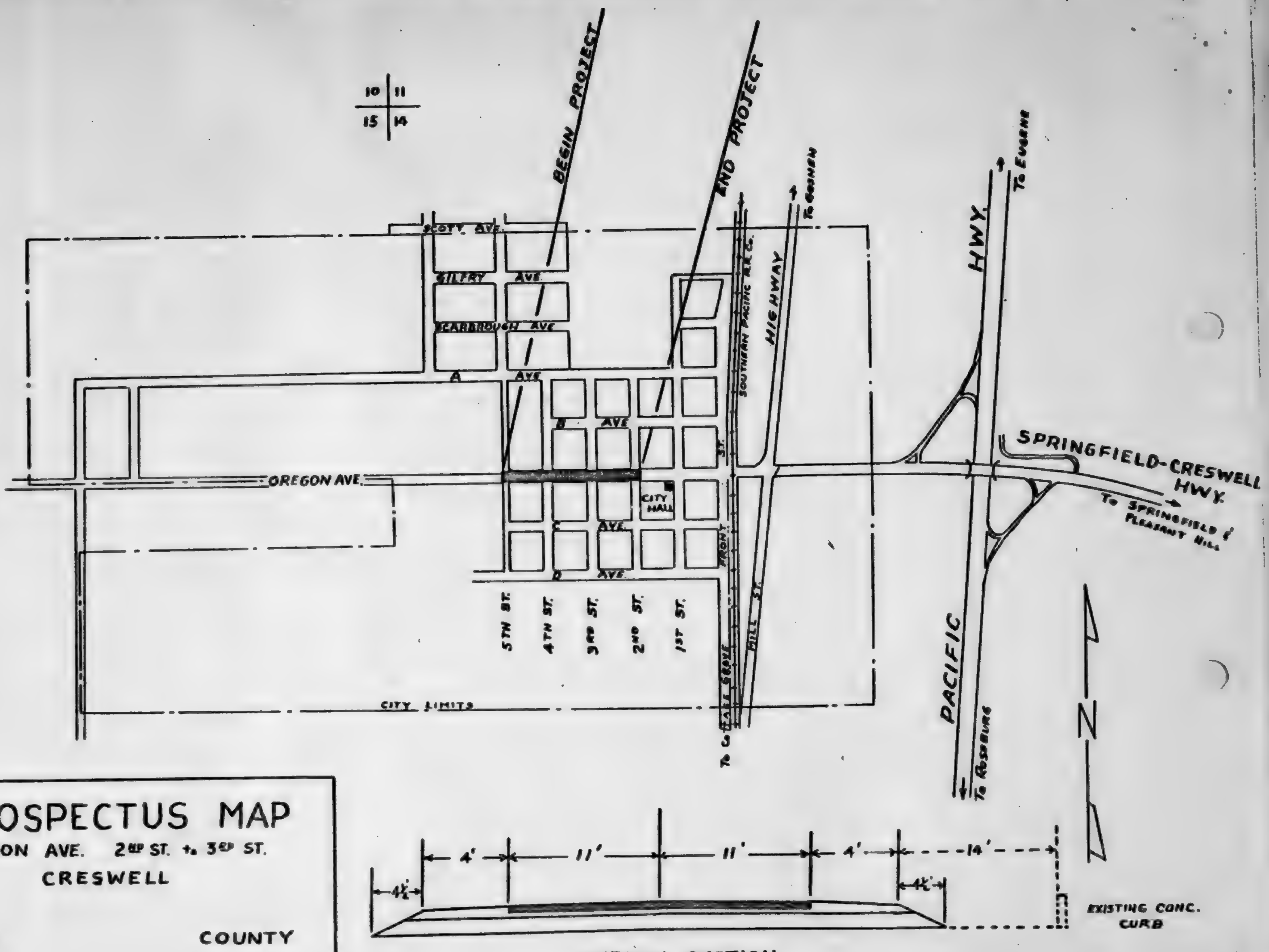
AGREEMENTS: Routine negotiations for a Special City Allotment project.

March 18, 1964
Attachment

cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
FORREST COOPER

RECEIVED
MAR 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER


10 11
15 14
BEGIN PROJECT
END PROJECT
To Goshen
To Eugene
HWY.
PACIFIC
To Roseburg
SPRINGFIELD-CRESWELL HWY.
To Springfield & Pleasant Hill
HIGHWAY
SOUTHERN PACIFIC R.R. Co.
HILL ST.
FRONT ST.
To Cottage Grove
SCOTT AVE.
GILFRY AVE.
SCARBROUGH AVE
A AVE.
B AVE.
OREGON AVE.
C AVE.
D AVE.
CITY HALL
5TH ST.
4TH ST.
3RD ST.
2ND ST.
1ST ST.
CITY LIMITS
N
4½'
4'
11'
11'
4'
14'
4½'
EXISTING CONC. CURB
TYPICAL SECTION

PROSPECTUS MAP

OREGON AVE. 2ND ST. to 3RD ST.
CRESWELL

LANE COUNTY

Scale 1" = 800'
MARCH, 1964

OREGON ST

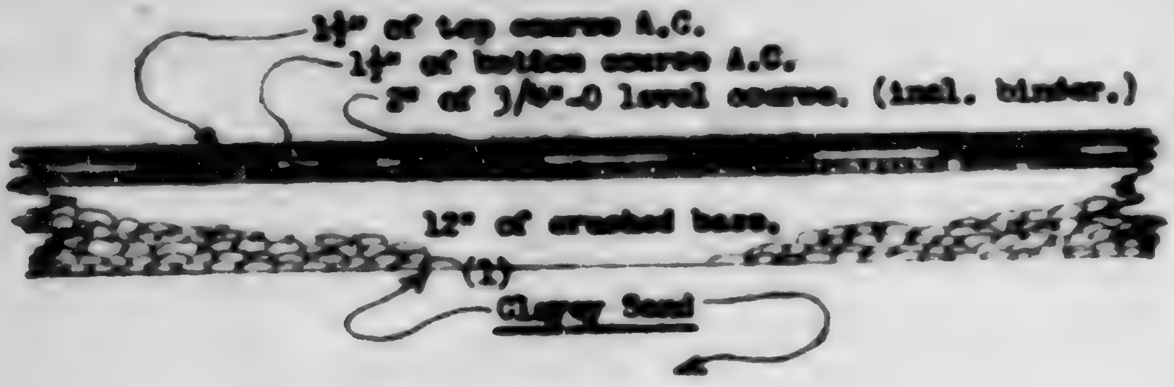
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section [illegible] Highway CITY OF CRESWELL County LANE Profile [illegible]

Sec. Engr. ____ Length of Project ____ Miles. Sta. 5th Street to Sta. 2nd Street Date 1-30-[illegible]

RECEIVED FEB 2 1954
FOR FILING

TYPICAL SECTIONS Traffic Classif. HEAVY (Loading Area)


1½" of top course A.C.
1½" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
12" of crushed base.
(2)
Clayey Sand

(1)
Typical Soil
32 LL
9 PI
86 % P10
55 % P200
14 % Gravel
14 % C Sand
17 % F Sand
33 % Silt
22 % Clay
24 "R" Value
(Corrected)
AASHO CLASSIF. - A-4 (8)

Note:
No Credit allowed for the existing surfacing. (See attached pictures.)

Required		Designed		
[illegible]	[illegible]	[illegible]	[illegible]	
			3	AC
			2	Level
			12	Cr Base
17			17	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW

Submitted by W. Yarbrough
Soils Engineer

Recommended by O. A. White
Ass't Engineer of Materials

Recommended by H. L. Walker
Ass't Construction Engineer

Approved by Lloyd P. [illegible]
Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

OREGON AVENUE
CITY OF CRESWELL
LANE COUNTY

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: HEAVY Present ADT 2000 1980 ADT 38000 % Heavy Vehicles 5%
(NOTE: Increase classification one step for heavy logging use)(Logging Area)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual ~~XXXXXX~~ Precipitation 48"±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers A.C.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an A.C. wearing surface has been selected.

CITY OF CRESWELL
CRESWELL, OREGON

December 2nd, 1963

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
P. B. Aronsmeier

Mr. H. S. Cox,
County and State Engineer,
State Highway Dept.,
Salem, Ore.
97310

NOTED
R. H. PRANGE

NOTED
V R JONES

ATTENTION: Mr. R. M. Allison,
Field Engineer

Gentlemen:

Replying to your letter of November 26th pretaining to a proposed project on Oregon Avenue in the City of Creswell.

I wish to state that the City of Creswell can and will be able to pay all costs, of such project, in excess of the first $20,000.

Thanking you very kindly, I remain,

Yours very truly,

Harold E Peterson

Harold E. Peterson,
City Recorder.

RECEIVED
DEC 3 1963
ENGINEER
COUNTY & CITY DIVISION

RESOLUTION 8-8-63

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Creswell is an incorporated city of the State of Oregon and has a population of 825 as given by the latest official census; and

WHEREAS, the following streets of said city, Oregon Avenue from 2nd Street to 5th Street are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

RECEIVED
APR 10 1963
ENGINEER
COUNTY & CITY DIVISION

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

-50 (1959 Rev.)

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Creswell does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Harold E. Peterson as the official representative of the city in all negotiations resulting from this request.

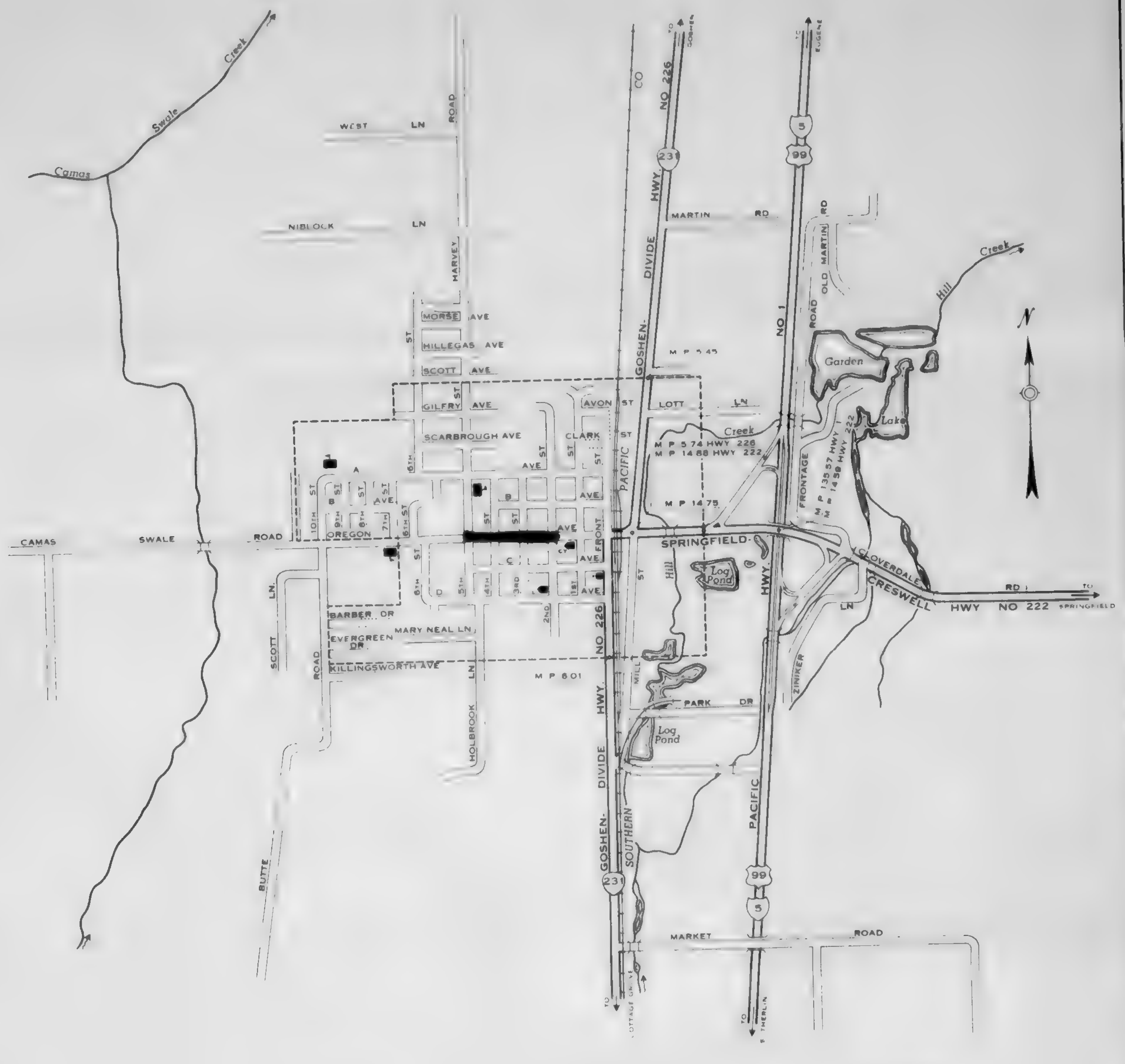
Passed and approved this 8 day of April, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Creswell at a regular or special meeting of said Council, held on the 8 day of April, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 9 day of April, 193.

Harold E. Peterson
City Recorder



Camas
Swale
Creek
WEST LN
ROAD
NIBLOCK LN
HARVEY
MORSE AVE
HILLEGAS AVE
SCOTT AVE
GILFRY AVE
SCARBROUGH AVE
AVON ST
CLARK ST
LOTT LN
OREGON AVE
CAMAS SWALE ROAD
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND
1ST
FRONT ST
BARBER DR
MARY NEAL LN
EVERGREEN DR
KILLINGSWORTH AVE
SCOTT LN
ROAD
HOLBROOK LN
BUTTE
M P 6.01
M P 5.45
M P 5.74 HWY 226
M P 14.68 HWY 222
M P 14.75
M P 135.57 HWY
M P 14.58 HWY 222
GOSHEN-DIVIDE HWY NO 226
231
SOUTHERN PACIFIC CO
PACIFIC HWY NO 1
5
99
MARTIN RD
OLD MARTIN ROAD
FRONTAGE ROAD
Hill Creek
Garden Lake
Creek
SPRINGFIELD-CRESWELL HWY NO 222
CLOVERDALE RD
TO SPRINGFIELD
TO GOSHEN
TO EUGENE
Log Pond
Hill
MILL ST
PARK DR
Log Pond
ZINIKER LN
MARKET ROAD
TO COTTAGE GROVE
TO RETHERLIN
N

SIGNED ROUTES

INTERSTATE	5
U S	30
ORE	22

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - CY – City Hall
  - CT Court House
  - A – Armory
  - L – Library
- Street open for travel.
- Street dedicated but not open.
- --- City Limits.

CRESWELL

LANE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 760

Scale in Feet

400 0 400 800

July 1, 1961

FLH-8(3) Follyfarm-Scotts Butte Sec., 1964
Crane-Scotts Butte Hwy. (Grad.
#6459 & Pav.)

FORM E-123X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
NOV 17 1965

6459

Jen —
Please note on card
C.H.

November 10, 1965

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon 97301

Gentlemen:

This is to acknowledge receipt of your letter of November 5, and attached notice of claim on behalf of Don Greene Construction, Inc., stating that Page Paving Company owes them $19,612.49 plus interest for equipment, labor and materials.

The claim states that this is in connection with Page Paving Company Contract No. 6459 for grading and paving on the FollyFarm-Scotts Butte Section of the Crane-Scotts Butte Secondary Highway in Malheur County.

The surety on this project is Great American Insurance Company through Wells, Reed, Wood and West Company, 412 Failing Building, Portland. We will advise them of the receipt of your letter and we will also send your claim letter to the Secretary of State for filing.

Please let us know when this claim has been satisfied so that we can clear our records.

As requested we are attaching a xerox copy of the performance bond covering this contract.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

FILED
NOV 12 1965
TOM McCALL
SECRETARY OF STATE

NOTED ON CARD
Jam

Att.

cc: Great American Insurance Company
Wells, Reed, Wood, and West Co.
Page Paving Company
Secretary of State
Commissioners

RECEIVED
NOV 1 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 12 1965
TOM McCALL
SECRETARY OF STATE

P.S. Please acknowledge receipt of this claim on the enclosed copy of your letter.

NOTED
C. W. HEAD

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON 97301

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE
DAVID A. RHOTEN
GARY G. JONES

COUNSEL
GEORGE ROSSMAN

November 5, 1965

CERTIFIED MAIL
Return Receipt Requested

Office of the Clerk
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: Notice of Claim
Don Greene Construction v.
Page Paving and Great American
Insurance Company

Gentlemen:

Enclosed is original notice of claim against Page Paving Company and its bondsman Great American Insurance Company in connection with the Follyfarm contract No. 6459, for filing.

May we please have a copy of the bond filed by Page Paving in connection with the said contract preparatory to action thereon?

Very truly yours,

RHOTEN, RHOTEN & SPEERSTRA

By: E Potter

EWP:blg
Enc: Notice of Claim
cc: Page Paving Co.
Great American Insurance Co.
Kobin & Meyer, Attorneys

NOTED
FLOYD QUERY

[illegible]

NOTED
C. W. HEAD

RECEIVED
NOV - 8 1965
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

To: Oregon State Highway Commission
State of Oregon
Salem, Oregon

Page Paving Company
494 State Street
Salem, Oregon

Great American Insurance Company
400 Failing Building
Portland, Oregon

Notice is hereby given that Don Greene Construction, Inc., claims against Page Paving Company and Great American Insurance Company as bondsmen for Page Paving Company under the rental agreement, subcontract No. 6459, dated July 6, 1964, between Page Paving Company and Don Greene Construction, Inc., under which Don Greene Construction, Inc., furnished Page Paving Company equipment, labor, and materials for use by Page Paving Company in its contract with the Oregon State Highway Commission for the construction of Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Highway, Malheur County, Oregon, and claim is made for the following unpaid items and amounts:

(1)	One ton of powder furnished and unpaid	$ 900.00
(2)	Balance due claimant per previous statements and including $1740.04 tendered by claimant to A.L. Harding, Inc., for rentals claimed due by A.L. Harding, Inc., and all improperly withheld by Page Paving Company.	$6262.78
(3)	Extra supervision from 125% overrun of contract.	$4687.50
(4)	Extra labor for powdermen from 492.5% overrun of contract.	$4334.00
(5)	Extra moving in costs (½ of agreed $5000). . . .	$2500.00
(6)	Plus 5% of item 3, 4 and 5 as per contract . . .	$ 934.21
	Total	$19,618.49

(7) Together with interest on above items at 6% per annum from April 29, 1965 until paid.

The said contract No. 6459 is incorporated herein by reference and made a part hereof fully as though recited herein in haec-verba.

No part of said claim has been paid and six months have not expired following acceptance of the work by the State Highway Commission.

DON GREENE CONSTRUCTION, INC.

By
President

RECEIVED
NOV - 8 1965
OREGON
STATE HIGHWAY COMMISSION

FORM 2-123X 50M 7-65

RECEIVED
NOV 15 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLH-8 (2)

6459

c Jan —
Please note on card
E.H.

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 10, 1965

Bell & Gehlen
Attorneys-at-Law
Stayton, Oregon

Attention: William M. Gehlen

Gentlemen:

Thank you for your letter of November 8 and your recent telephone call informing us that A. L. Harding's claim received in this office on October 15, 1965, against Don Greene Construction Company and Page Paving Company is a corrected filing.

The claim letter states that Don Greene Construction Company and Page Paving Company owes your client, A. L. Harding, Inc., $5,455.82 for labor and equipment rental on what appears to be Contract No. 6459 with Page Paving Company for grading and paving on the Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Secondary Highway in Malheur County.

The Great American Insurance Company through Wells-Reed-Wood-West Company, 412 Failing Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

The original claim was filed with the Secretary of State on July 13, 1965, his File No. 4133. We will file the corrected claim with the Secretary of State and notify the surety.

We would appreciate hearing from you when this claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
NOV 12 1965
OREGON
STATE HIGHWAY COMMISSION

CWH:jf

cc: Great American Insurance Company
Wells-Reed-Wood-West Company
Page Paving Company
A. L. Harding, Inc.
Mr. Jackson
Mr. Simpson
The Hon. Tom McCall ✓ (P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.)

Claim file 4133

FILED
NOV 12 1965
TOM McCALL
SECRETARY OF STATE

NOTED ON CARD
Jan

RECEIVED
NOV 12 1965
TOM McCALL
SECRETARY OF STATE

WALTER H. BELL
WILLIAM M. GEHLEN

PHONE 769-2147

Bell & Gehlen
ATTORNEYS-AT-LAW
STAYTON, OREGON

November 5, 1965

State of Oregon
State Highway Department
Salem, Oregon 97310

Re: A. L. Harding Inc.
vs.
Don Greene Construction Company
and
Page Paving Company
Claim: $5,455.82
Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Secondary Highway, Malheur County.

Gentlemen:

Mr. A. L. Harding has brought your letter dated October 26, 1965 into this office, a copy of which is enclosed.

Please be advised that the claim was made on June 30, 1965, however in checking the statutes it appears that this claim must be signed by A. L. Harding Inc. and not Bell and Gehlen, therefore, the second claim was filed in accordance with the statutes pertaining thereto.

Very truly yours,

BELL & GEHLEN

William M. Gehlen

NOTED
FLOYD QUERY

WMG/ic
encl.

Cec
For your info

RECEIVED
NOV - 8 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 26 1965

FOR FILING

[illegible]

6459

October 26, 1965

A. L. Harding, Inc.
P. O. Box 708
Stayton, Oregon

Gentlemen:

We acknowledge receipt of your claim letter of October 8 and attached Exhibit "A" stating that Don Greene Construction Company and Page Paving Company owes you $5,455.82 for labor and equipment rental.

This appears to be in connection with Page Paving Company Contract No. 6459 for grading and paving on the Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Secondary Highway in Malheur County.

A claim which appears to be identical to this one was submitted by Bell and Gehlen, Attorneys at Law, Stayton, on June 30. 1965 and was filed with the Secretary of State on July 13, 1965, his File No. 4133.

If this is a different claim, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

OWH:FKB:go

cc: Great American Insurance Co.
Wells-Reed-Wood-West Company
Page Paving Company
Hon. Tom McCall

Noted on card
g.c.

October 8, 1965

Don Greene Construction Co.
5280 Auburn Road, N. E.
Salem, Oregon

Page Paving Co.
494 State Street
Salem, Oregon

John Doe Ledford
1515 Nineteenth Street, N. E.
Salem, Oregon

Kobin & Meyer
Attorneys At Law
214 Oregon Bank Bldg.
Portland, Oregon 97204

Rhoten, Rhoten & Speerstra
Attorneys At Law
Pioneer Trust Building
Salem, Oregon

Great American Insurance Company
c/o Insurance Commissioner
State of Oregon
Salem, Oregon

Glens Falls Insurance Company
c/o Insurance Commissioner
State of Oregon
Salem, Oregon

6459

Re: Page Paving Company, Contract No. 6495
Follyfarm-Scotts Butte Section of the
Crane-Scotts Butte Highway, Malheur County,
Oregon.

GENTLEMEN:

YOU AND EACH OF YOU, TAKE NOTICE that we contend that the money due A. L. Harding, Inc. for work done on the above entitled job has not been paid by Don Greene Construction Co. or Page Paving Co.

Cec please handle
76

A. L. HARDING, INC.,
An Oregon Corporation

FIELD QUERY

By: C. Harding
President

BELL & GEHLEN
ATTORNEYS AT LAW
STAYTON, OREGON
ATTYS for A. L. Harding, Inc.

[illegible], [illegible]

October 5, 1965

State of Oregon
State Highway Department
Salem, Oregon

Re: A. L. Harding, Inc. vs. Don Green Construction Co.
and
Page Paving Co.
Folly-farm Scotts Butte Section of the Crane-Scotts
Butte Highway in Malheur County, Oregon

Gentlemen:

Please be advised that A. L. Harding, Inc. had men and equipment used on the Oregon State Follyfarm Road Project in Eastern Oregon and that we have not been paid for our services to date. I am enclosing a copy of my accounting, which is attached hereto, marked Exhibit "A" and by this reference made a part hereof, showing the amount due to be $5,455.82.

If there is any money due either Don Greene Construction Co. or Page Paving Co. or any bonds to protect the interest of our claim, kindly withhold payment to either Don Greene Construction Co. or Page Paving Co. until this amount has been paid.

I am also enclosing herewith a copy of the Amended Complaint which is on file in the Circuit Court for Marion County #58157 and which is presently being processed.

The work was accepted on May 14, 1965.

Any assistance that you can give us in this matter will be greatly appreciated.

Very truly yours,

A. L. HARDING, INC.,

By: Claude Harding
Claude Harding, President

CH
encl.

769-2284 Office 769-2235

A. L. HARDING, INC.
CONTRACTOR
Box 708
STAYTON, OREGON

Statement to: Don Green Construction Co.
5280 Auburn Road, N. E.
Salem, Oregon

REVISED

EXHIBIT "A"

and/or

Page Paving Co.
494 State St.
Salem, Oregon

For: Rental of D8 and D9 tractors on FollyFarm Road Project, Oregon State Highway Project

Date		D8 Tractor	D9 Tractor	
11-16-63		5½	0	
17		8½	5½	
18		4½	4½	
19		9	10	
20		9½	9½	
21			7	
23		9½	9½	
24		7½	7½	
25			5½	
27			9	
		60	68	
	rate	22.00	27.00	
		1336.50	1836.00	- $3,172.50

Less Fuel and oil used	-194.34
Less payroll costs	-960.72
Plus costs to move in and out	3,438.38
Total due-	$5,455.82

COPY

STATE OF OREGON [illegible]

October 8 65
Claimant

RECEIVED
OCT 1965
STATE HIGHWAY COMMISSION

IN THE CIRCUIT COURT OF THE STATE OF OREGONO

FOR THE COUNTY OF MARION

AT LAW

A. L. HARDING INC., an Oregon Corporation,

Plaintiff,

vs.

DON GREENE CONSTRUCTION INC., an Oregon Corporation; PAGE PAVING COMPANY, an Oregon Corporation, JOHN DOE LEDFORD, GREAT AMERICAN INSURANCE COMPANY, a New York Corporation and GLENS FALLS INSURANCE COMPANY, a New York Corporation,

Defendants.

NO. 58157

AMENDED COMPLAINT

Comes now the plaintiff and for a cause of action against the defendants above named, alleges:

I.

That during all times herein mentioned the plaintiff, A. L. Harding, Inc., was and is an Oregon Corporation, duly organized and existing under the laws of the State of Oregon.

II.

That during all times herein mentioned, defendant, Don Greene Construction Inc., was and is an Oregon Corporation duly organized and existing under the laws of the State of Oregon.

III.

That during all times herein mentioned, the defendant Page Paving Compnay was and is an Oregon Corporation, duly organized and existing under the laws of the State of Oregon.

IV.

That at all times herein mentioned, Great American Insurance Company was and is a New York Corporation, duly qualifed to do business within the State of Oregon and at all times herein mentioned, Great American Insurance Company wrote a bond protecting the workmen, sub-contractors, labors and claimants for materials and services pertaining to the aforementioned Job, and by reason whereof, is liable to the plaintiff herein for the amount of plaintiff's claim.

V.

That at all times herein mentioned, Glens Falls Insurance Company, was and is a New York Corporation duly qualified to do business within the State of Oregon and at all times herein mentioned, Glens Falls Insurance Company wrote a bond protecting the workmen, sub-contractors, labors and claimants for materials, and services pertaining to the aforementioned Job, and by reason whereof, is liable to the plantiff herein for the amount of plaintiff's claim.

VI.

That during the month of November, 1964, plaintiff and defendants entered into an oral agreement whereby the plaintiff for valuable consideration did lease to the defendants fully operational, two caterpillar tractors, to-wit: One D-8 Tractor and D-9 Tractor for the purpose of construction work to be done in Eastern Oregon.

VII.

That in accordance with said agreement, the above named defendants did agree to pay for any moving costs of said caterpillar tractors together with the sum of $22.00 per hour for the D-8 Tractor and further, the sum of $27.00 per hour for the D-9 Tractor which the plaintiff leased to said parties, fully operated and operational.

VIII.

That thereafter, the defendants and each of them did use the said caterpillar tractors as follows, to-wit:

Defendants used the D-8 Caterpillar Tractor 60 3/4 hours for the agreed rate of $22.00 per hour, and Defendants used the D-9 Caterpillar tractor 68 hours for the agreed rate of $27.00 per hour and the defendants and each of them thereby became indebted to the plaintiff in the sum of $3,172.50.

IX.

That in accordance with the aforementioned agreement, the plaintiff did pay the moving costs of the equipment to the cite of the work to be accomplished by the defendants and after defendants finished said work, plaintiff returned said equipment at the plaintiff's expense of $3,438.38, hauling charges. Wherefore the entire balance due to the plaintiff under the contract, less credits given is the total sum of $5,455.82.

X.

That although plaintiff has duly made demand upon the defendants and each of them for payment of the said amount, the defendants and each of them have refused and continue to refuse to pay the same, all to plaintiff's damage in the sum of $5,455.82

FOR A FURTHER SEPARATE SECOND CAUSE OF ACTION against the defendants. Plaintiff alleges in the alternative the following facts:

I.

Plaintiff re-alleges Paragraph I, II, III, IV, and V of its first cause of action and the same are herein incorporated as through they were fully set forth herein, and plaintiff further alleges:

VI.

That during the month of November, 1964, at the special instance and request of the defendants, plaintiff did move a D-8 Caterpillar tractor and a D-9 Caterpillar tractor to the defendants operations, known as Folly-farm Road Project for the use of the defendants, and that the reasonable value of labor, lowboys and miscellaneous costs of moving the said equipment is the sum of $3,438.38.

VII.

That during the month of November, 1964, the defendants and each of them did use the said caterpillar tractors as follows:

Defendants did use the D-8 Caterpillar Tractor, 68 3/4 hours, and Defendants did use the D-9 Caterpillar Tractor 68 hours, and that the reasonable value of said use of said caterpillar tractors is the sum of $3,172.50. That demand has been made upon the defendants and each of them for payment of the sum of $5,455.82, and that no part of the said $5,455.82 has been paid, and that there is due and owing to the plaintiff the sum of $5,455.82, together with interest thereon at the rate of 6% per annum from November 11, 1964, until paid, reasonable value of labor, lowboys and miscellaneous costs of moving the said equipment and the reasonable value of the use of said D-8 Caterpillar Tractor and D-9 Caterpillar Tractor.

WHEREFORE: Plaintiff demands judgment against the defendants and each of them for the sum of $5,455.82, together with interest thereon at the rate of 6% per annum from November 11, 1964, until paid on its First and Second cause of action, together with costs of suit, and for such other and further relief as to the Court shall seem mete.

BELL & GEHLEN

By: /s/ William M. Gehlen
Of Attorneys for Plaintiff

STATE OF OREGON,
County of Marion } ss.

I, Claude . Harding being first duly sworn, say that I am the President of A. L. Harding, Inc., Plaintiff in the within entitled and that the foregoing is true as I verily believe

/s/ C. L. Harding

NOTARIAL SEAL

Subscribed and sworn to before me this 6th day of October, 1965

/s/ V. Irene Coakley
Notary Public for Oregon.

My Commission expires 10-29-66

STATE OF OREGON,
County of Marion } ss.

I hereby certify that I have prepared the foregoing copy of Amended Complaint and have carefully compared the same with the original thereof; and that it is a correct copy therefrom and of the whole thereof.

That the said cause in my opinion is well founded in law.

Dated October 12, 1965

Of Attorneys for Plaintiff

STATE OF OREGON,
County of } ss.

Due service of the within is hereby accepted in County, this day of, 19, by receiving a copy thereof, duly certified to as such by of Attorneys for

Attorney for

No. 58157

In the CIRCUIT Court
OF THE
STATE OF OREGON
FOR MARION COUNTY

A. L. HARDING, INC.,
Plaintiff
vs.
DON GREENE CONSTRUCTION CO., et al
Defendant

AMENDED COMPLAINT

BELL & GEHLEN
ATTORNEYS AT LAW
STAYTON, OREGON
Attorneys for Plaintiff

FORM No. 100½ STEVENS-NESS LAW PUB CO., PORTLAND

I hereby certify that I served the foregoing on, attorney for the, on the day of, 19, by mailing to him a true and correct copy thereof, certified by me as such. I further certify that said copy was placed in a sealed envelope addressed to, his last known attorney for at address, and deposited in the Post Office at, Oregon, on the day of, 19, and that the postage thereon was prepaid.

Attorney for

Hon. Tom McCall A

4 E-123X 20M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUL 15 1965
ING

FLM 8(3)

6-1-7

July 12, 1965

Bell & Gehlen
Attorneys-at-Law
Stayton, Oregon

Attention: Mr. William M. Gehlen

Gentlemen:

This will acknowledge receipt of your letter of June 10, and attached statement of your client A. L. Harding, Inc., marked Exhibit "A" stating that Don Green Construction Company and Page Paving Company owes them $5,455.82 for labor and equipment rental.

From the description given in your letter, this appears to be in connection with the Page Paving Company, Contract No. 6459, for grading and paving on the Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Highway in Malheur County.

This contract was completed April 29, and was accepted by the Highway Commission on May 14, 1965. The Great American Insurance Company through Wells, Reed, Wood, and West Company, 412 Failing Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor and surety for such payment.

We will advise the surety and agent of the receipt of your letter and we will also send your claim letter along with Exhibit "A" to the Secretary of State for filing.

File 4133

NOTED ON CARD

FILED
JUL 13 1965
TOM McCALL
SECRETARY OF STATE

RECEIVED
JUL 13 1965
TOM McCALL
SECRETARY OF STATE

NOTED
C. W. HEAD

Bell & Gehlen
Page 2
July 12, 1969

Please let us know when your client's claim has been paid so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:ge

cc: Great American Insurance Co.
Wells, Reed, Wood, and West Co.
Page Paving Company
Honorable Tom McCall
& Commissioners

P.S. Please acknowledge receipt of ~~your~~ this claim on the enclosed copy of this letter.

June 10, 1965

State of Oregon
State Highway Department
Salem, Oregon

Re: A. L. Harding Inc. vs. Green and Page

Gentlemen:

This office represents A. L. Harding, Inc. who's men and equipment were used on your Oregon State FollyFarm Road Project in Eastern Oregon.

Be advised that we have not been paid to date and that there is a total due in the sum of $5,455.82, a clpy of the accounting is hereby attached, marked Exhibit "A" and by this reference made a part of this letter.

If there is any money due either Don Green Construction Co. or Page Paving Co., or any bonds to protect the interest of our client, kindly withhold payment to either Page Paving Company and Don Green Construction Co. until this amount has been paid.

I am also enclosing herewith a copy of the Complaint which is on file in the Circuit Court for Marion County #58157 and which is presently being processed.

The work was completed in November, 1964.

Any assistance you can give us in concluding this matter will be greatly appreciated.

Very truly yours,

BELL & GEHLEN

William M. Gehlen

WMG/lc
encl.
cc: Oregon State Highway - Performance Bond Division

COPY

Residence 769-2284 Office 769-2235

A. L. HARDING, INC.
CONTRACTOR
Box 708
STAYTON, OREGON

EXHIBIT "A"

Statement to: Don Green Construction Co.
5280 Auburn Road, N. E.
Salem, Oregon

REVISED

and/or

Page Paving Co.
494 State St.
Salem, Oregon

For: Rental of D8 and D9 tractors on FollyFarm Road Project, Oregon State Highway Project

Date		D8 Tractor	D9 Tractor	
11-16-6[illegible]		5½	0	
17		8½	5½	
18		4½	4½	
19		9	10	
20		9½	9½	
21		7	7	
23		9½	9½	
24		7½	7½	
25			5½	
27			9	
		60	68	
	rate	2[illegible].00	27.00	
		1336.50	1836.00	- $3,172.50

Less Fuel and oil used	-194.34
Less payroll costs	-960.72
Plus costs to move in and out	3,438.38
Total due-	$5,455.82

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

AT LAW

A. L. HARDING INC., an Oregon Corporation,

Plaintiff,

vs.

DON GREENE CONSTRUCTION INC., an Oregon Corporation; PAGE PAVING COMPANY, an Oregon Corporation and JOHN DOE LEDFORD,

Defendants.

NO. ____________

COMPLAINT

Comes now the plaintiff and for a cause of action against the defendants above named, alleges:

I.

That during all times herein mentioned, the plaintiff, A. L. Harding Inc., was and is an Oregon Corporation, duly organized and existing under the laws of the State of Oregon.

II.

That during all times herein mentioned, the defendant, Don Greene Construction Inc., was and is an Oregon Corporation, duly organized and existing under the laws of the State of Oregon.

III.

That during all times herein mentioned, the defendant, Page Paving Company, was and is an Oregon Corporation, duly organized and existing under the laws of the State of Oregon.

IV.

That during the month of November, 1964, plaintiff and defendants entered into an oral agreement whereby the plaintiff for valuable consideration did lease to the defendants fully operational, two caterpillar tractors, to-wit: One D8 Tractor and D9

Tractor for the purpose of construction work to be done in Eastern Oregon.

V.

That in accordance with said agreement the above named defendants did agree to pay for any moving costs of said caterpillar tractors together with the sum of $22.00 per hour for the D8 tractor and further the sum of $27.00 per hour for the D9 tractor which the plaintiff leased to the said parties, fully operated and operational.

VI.

That thereafter, the defendants and each of them did use the said caterpillar tractors as follows, to-wit:

> Defendants used the D8 Caterpillar tractor 60 3/4 hours for the agreed rate of $22.00 per hour, and
>
> Defendants used the D9 Caterpillar tractor 68 hours for the agreed rate of $27.00 per hour and the defendants and each of them thereby became indebted to the plaintiff in the sum of $3,172.50.

VII.

That in accordance with the aforementioned agreement, the plaintiff did pay the moving costs of the equipment to the cite of the work to be accomplished by the defendants and after defendants finished said work, plaintiff returned said equipment at the plaintiff's expense of $3,432.38, hauling charges. Therefore the entire balance due to the plaintiff under the contract is the total sum of $5,455.88.

VIII.

That although the plaintiff has duly made demand upon the defendants for payment of the said amount, the defendants have refused and continue to refuse to pay the same.

FOR A SECOND SEPARATE CAUSE OF ACTION, Plaintiff alleges the following facts:

I.

Plaintiff realleges paragraph I, II and III of its first cause of action and the same are herein incorporated as though they were fully set forth herein and plaintiff further alleges:

IV.

That during the month of November, 1964, at the special instant and request of defendants, plaintiff did move a D8 caterpillar tractor and a D9 caterpillar tractor to defendants operations known as Follyfarm Road Project for the use of the defendants and that the reasonable value of labor, lowboys and miscellaneous costs in the sum of $3,438.38.

V.

That during the month of November, 1964, the defendants and each of them did use the said caterpillar tractor 60 3/4 hours for the agreed rate of $22.00 per hour and defendants used the D9 caterpillar tractor 68 hours for the agreed rate of $27.00 per hour and the reasonable value of said use of caterpillar tractors is the sum of $3,172.50, and that no part of said $3,172.50 has been paid and that there is due and owing to the plaintiff the sum of $3,172.50, together with interest thereon from 11th day of November, 1964, until paid, at the rate of 6% per annum.

VI.

That although the plaintiff has duly made demand upon the defendants for payment of the said amount, the defendants have refused and continue to refuse to pay the same.

WHEREFORE: Plaintiff demands judgment against the defendants for the sum of $[illegible], together with interest thereon at the rate of [illegible] per annum from the 14th day of November, 1964, on its First and Second cause of action, together with costs of suit, and such other and further relief as to this Court shall seem meet.

[illegible]

By /s/ [illegible]
Of Attorneys for Plaintiff

Marion
A. L. Harding

president of A. L. Harding, Inc., an Oregon
Corporation cause
Complaint

/s/ A. L. Harding

15th February 65

/s/ William M. Gohlen

9-28-68

Marion

Complaint

action

February 16 65

Of s Plaintiff

JUN 14 1965

FOR FILING

TH-8 (3)

6459

1

June 14, 1965

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

On May 18, 1965, we wrote to you concerning release of final payment on Contract No. 6459 awarded to Page Paving Company for grading and paving on the Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Secondary Highway in Malheur County.

Final payment on this contract is $20,745.53 and the total contract amount is $694,056.47, including $2,538.67 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Page Paving Company
P. O. Box 2206
Salem, Oregon

Great American Insurance Company
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

C. H. Maison
Attn: John Herr

RECEIVED
MAY 17 1965
FOR FILING
[illegible]
6459

May 14, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 29, 1965, on Contract No. 6459. The contract was with Page Paving Company and was for grading and paving on the Follyfarm-Scotts Butte Section of Crane Scotts Butte Highway in Malheur County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective May 14, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

FBK:bg

FORM E-1 REV 12-64

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Follyfarm - Scotts Butte

WEEK ENDING: May 7, 1965 **Final Report**

SECTION PREFIX: 123-1008

HIGHWAY: Crane - Scotts Butte

COUNTY: Malheur

NAME OF JOB: Follyfarm - Scitts Butte

KIND OF WORK: Grading & Paving

CONTRACTOR: Page Paving Company

CONTRACT NUMBER: 6459

FEDERAL AID PROJECT NUMBER: FLH-8(3)

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: July 15, 1964

ESTIMATED COMPLETION DATE: Completed

AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN 0 SUPERVISION 0

SPECIFIED WORK DAYS 90

WORK DAYS USED 86

SPECIFIED CALENDAR DAYS

CALENDAR DAYS USED

SPECIFIED COMPLETION DATE

PERCENT OF TIME ELAPSED 95.6

PROJECT AUTHORIZATION $ 747,773.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100

EXCLUSIVE OF ENGINEERING $ 695,773.00

ENGINEERING AUTHORIZATION $ 52,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100

ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING $ 696,932.66

ENGINEERING COST TO DATE $ 51,775.42

DATE PROJECT WAS COMPLETED , April 29, 1965

ESTIMATED PERCENT OVERRUN ~~UNDERRUN~~ 0.13 %

PERCENT OF AUTHORIZATION 99.6 %

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT L PROD	Select Topping
—	—	100	100	100	100	100

	GRADING	3/4"-0 Base SURFACING	Select Topping XXXXXXXX	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	19.05	19.05	19.05		19.05
MILES PARTIALLY COMPLETED					
MILES COMPLETED	19.05	19.05	19.05		19.05
TOTAL ESTIMATED QUANTITIES (CONTRACT)	4,470 hr.	12,260 ton	29,500 C Y		49,000 ton
TOTAL QUANTITIES CORRECTED TO DATE	10,438 hr.	21,891 ton	54,620 CY		45,313 ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	10,438 hr.	21,891 ton	54,620 CY		45,313 ton
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					

HOURS PER SHIFT

EQUIPMENT USED DURING THE WEEK

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair			
TUESDAY	Cloudy			
WEDNESDAY	Cloudy & snow			
THURSDAY	Cloudy			
FRIDAY	Cloudy			
SATURDAY				

NOTED
R. CAKES

CONSTRUCTION [illegible]
MAY 1 [illegible]
WE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The semi-final estimate was completed and transmitted to division Office on Friday.

Mr. Alfred Shirley Jr. made a final inspection of this project on Tuesday.

SIGNED E S Thompson
E. S. Thompson, Res. Engr.

LOCATION Burns, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
MAR 23 1965

FOR FILING

Salem, Oregon
March 22, 1965

Increase in Project
Authorization

Mr. E. S. Thompson
Resident Highway Engineer

This is to advise you that at its meeting of March 11, 1965 the Highway Commission approved an increase of $41,213.00 in project authorization on Contract No. 6459, Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Highway in Malheur County.

The new authorization for construction is $747,773.00. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

VO:jb

cc: A. F. Person

Note on Card

FORM G-123X [illegible] 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAR 12 1965
FOR FILING

[illegible]

March [illegible], 1965

See back of letter

Mr. [illegible]
Route [illegible], Box [illegible]
[illegible], Oregon

Dear Mr. [illegible]:

This will acknowledge receipt of your claim letter of March 6, stating that [illegible] Bros. Trucking Company owes you $[illegible] for hauling gravel.

This appears to be in reference to the Page Paving Company contract [illegible] for grading and paving on the [illegible] Section of the [illegible] Secondary Highway in [illegible] County.

The surety on this project is the Great American Insurance Company through Wells-Reed-Reed-West Company, [illegible] Building, Portland, Oregon.

We will advise them of the receipt of your claim, and we will also send your claim letter to the Secretary of State for filing. When your claim has been paid, please let us know so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
[illegible]

RECEIVED
MAR 10 1965
TOM McCALL
SECRETARY OF STATE

C[illegible]:mg

cc: Great American Insurance Co., Seattle, Washington
Wells-Reed-Reed-West Co., Portland, Oregon
Page Paving Company, P. O. Box 2206, Salem, Oregon
Honorable Tom McCall, 121 State Capitol, Salem, Oregon

P.S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED ON CARD
J. J.

NOTED
C. W. HEAD

March 6, 1965

Oregon State Highway Commission
State Highway Bldg.
Salem, Oregon

Notice hereby is given that the undersigned J. R. Hills has a claim for hauling gravel for Reid Bros. Trucking Co. P.O. Box 66 Prineville, Oregon. In the sum of $ 200.00 against the the bond taken from Page Paving Co. contract No. 6459 Grading & Paving, Folly Farm. Scotts Butte Section Crane, Scotts Butte-Secondary, Malhuer Co.Oregon. Surety Great American Insurance Co. Agent Wells- Reed- Wood- West- Co. 412 Failing Bldg. Portland, Oregon.

J. R. Hills

Rt. # 3 Box 586
Salem, Oregon

RECEIVED
MAR 25 1965

SP*6220-734

FOR FILING

1459

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 8, 1965

SUBJECT: Follyfarm-Scotts Butte
Crane-Scotts Butte Highway
Contract 6459

To:

Mr. F. D. Morgan
Construction Engineer
Salem

During some of the conversation regarding the overrun on the subject section, it was requested that we obtain some estimated excavation quantities and unit prices for the grading work performed.

The attached letter from our resident engineer reflects these prices.

A. F. Parson
Division Engineer

By S Coulter

H. S. Coulter
Assistant Division Engineer

HSC:dj
Attachment

NOTED
LLOYD P. SHAW

3-9-65
Copy to Shaw
per Decker -
Bjm

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Burns, Oregon
February 24, 1965

SUBJECT: Excavation Costs
Folleyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Contract No. 6459

To:
Mr. A. F. Parson
Division Engineer
La Grande

As requested we have estimated the excavation costs for subject section. We have made a dilligent effort to determine the quantity of excavation and estimate this quantity to be 288,500 cu. yds.

Of this total approximately 65,000 cu. yds. was rock and 223,500 cu. yds. was common materials.

Useing our final costs we determine that the rock was moved for $135,349 or approximately $2.08 per cubic yard. The common material was moved for a cost of $115,177 or approximately 0.52 per cubic yard.

The unit cost for the rock appears to be too expensive but, this was lava rock with many voids and fissures which required excessive loading and considerable secondary blasting.

E. S. Thompson
E S Thompson
Resident Engineer

3-9-65
Copy to Shaw
per Decker -
Bjm

RECEIVED
MAR 8 - 1965
FOR FILING
[illegible]
6459

March 5, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the present project authorization on Contract No. 6459, the Follyfarm-Scotts Butte grading and paving project on the Crane-Scotts Butte Highway in Malheur County, is anticipated. The contractor on this project is Page Paving Company of Salem.

The original project authorization was $583,641. An additional $122,919 was authorized on November 24, 1964. The present authorization is $706,560. The present anticipated cost is $747,773, indicating an overrun of $41,213, or 5.8 per cent.

The major causes of overrun on this project were changes in the typical section resulting in increased grading and surfacing quantities and more rock being encountered than had been anticipated. The increase in grading and unanticipated rock excavation required additional equipment rental time.

The major reasons for the present anticipated overrun were unusual conditions encountered between Station 3686 and Station 3706, the last cut to be finished; 19,000 pounds of explosives were required here because of difficult rock excavation and extra equipment time was also required. At this cut, just prior to finishing the subgrade, heavy snow and rain saturated the subgrade. This was followed by freezing weather, placing frost in the subgrade. In order to place traffic on the new construction in 1964, some 3,500 cubic yards of frozen selected subgrade were removed by force account and replaced with dry material so that paving could be safely placed over it.

This request for an additional authorization will be presented to you at the March 11 Commission meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

GLD:bjm: ajw bjs

FORM E-30 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1965

SUBJECT: Follyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Contract No. 6459
Report on Overruns

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

You recently requested a more detailed explanation of overruns on the subject project which caused a second "Report on Expected Over-run of Project Authorization" to be submitted in December. This second report carried an expected overrun of $41,213.00 and was submitted to you on December 29, 1964.

You will recall a substantial overrun was anticipated and discussed early last fall. During these discussions several suggestions were considered to curtail the scope of the work and reduce the amount of overrun. However, a decision was made to finish the contemplated work in the most economical manner possible.

On this ~~point~~ Job the grading was by equipment rental, with the surfacing by unit bid. Overruns are primarily in the hourly items. However, the bid items of Select Roadbed Topping, 3/4"-0 Material in base, and Sprinkling also exceeded plan quantities, along with engineering.

Aside from the inherent difficulties experienced in properly estimating the needed equipment and hours for this type project, there are two basic reasons for the overruns:

1. Change of typical section (widening roadway from 30 feet to 32 feet) without increasing the equipment hours. Also, an attempt to obtain "flared" sections not originally anticipated.

2. Considerably more rock excavation encountered throughout the project than was originally anticipated.

The rock problem was particularly acute in the vertical curve revision between Station 3686 and Station 3706, the last cut to be finished. Over 19,000 lbs of explosives were required here, along with additional time on the drill and compressor, dozers, large front-end loader and dump trucks.

NOTED
LLOYD P. SHAW

Also at this cut, just prior to finishing the subgrade, heavy snow and rain saturated the roadbed. This was followed by freezing weather which placed frost in the subgrade. In order to complete the project this year some 3,500 cubic yards of frozen selected subgrade were removed by force account and replaced with dry material, so that paving could safely be placed over it.

The Division has recently advised (see attached teletype) the original estimate of overrun was very likely under-estimated, or on the optimistic side. However, it is believed that had the unusual conditions not been encountered in the cut at Station 3686 to Station 3706 a second request for authorization would have been unnecessary. The overruns shown for Price Agreement No. 2 provide 3-1/2 cubic yards front-end loader, dump trucks, air compressor, wagon drill, explosives and selected roadbed topping , and would support this conclusion.

A revised rough draft of a letter to the Highway Commission is attached for your consideration.

As a last word, the Division is preparing a per yard cost of material moved by equipment rental on this project. This report may prove of some value.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. H. Young

NOTED
LLOYD P. SHAW

COM LAG 27 2-2-65 1:35 PM

SWAN

REGARDING OVERRUN ON THE FOLLYFARM-SCOTTS BUTTE SECTION, THE OVERRUN WAS
JUST MERELY UNDER ESTIMATED. WE WERE ON THE RESIDENT TO KEEP HIS
COSTS DOWN AND THIS PROBABLY ENTERED INTO HIS THINKING IN PREPARING HIS
ORIGINAL OVERRUN ESTIMATE. ON THIS PROJECT CONSIDERABLE MORE
ROCK WAS ENCOUNTERED THE FULL LENGTH OF THE JOB THAN WAS ORIGINALLY
ANTICIPATED
CAUSING INCREASED DIFFICULTIES AND OVERRUN OF ALL EQUIPMENT RENTAL
ON THIS PROJECT.

SHIRLEY
IF

:,.

NOTED
LLOYD P. SHAW

FORM E-20 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1964

SUBJECT: Over-run of Project Authorization
Follyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Contract No. 6459

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a "Report on Expected Over-run of Project Authorization" on the subject contract. This project for grading and paving is under contract to Page Paving Company of Salem.

The original project authorization was $583,641.00. An additional $122,919.00 was authorized by the Highway Commission on November 24, 1964. The present project authorization is $706,560.00. The present anticipated cost is $747,773.00 indicating an over-run of $41,213.00 or 5.83%.

The major reason for the over-run was due to the extreme difficulty in excavating rock in one cut. The rock was very hard, necessitating over 19,000 pounds of explosives. This excavation accounted for $21,502.75 of the over-run. Part of the remainder of the over-run was due to increased quantities of "Select Roadbed Topping" required to replace that previously placed, which was damaged by freezing, so that paving could be done this year. Additional engineering work required in connection with the above listed reasons also contributed to the over-run.

It is recommended that the project authorization be increased by $41,213.00, from $706,560.00 to $747,773.00.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:bjm
Attachments

cc: L. H. Young

RECEIVED
APR 5 - 1965
FOR

Form No. E-372—10M—7-55

Gen File

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Follyfarm - Scotts Butte Section Date December 14, 1964

Highway Crane - Scotts Butte Contract No. 6459

County Malheur Kind of Work Grading & Paving Contractor Page Paving Company

Contract Amount $ 640,810.00

Expected over-runs and under-runs in contract items: Quantity Unit Price Amount

Major items, itemized:

See Attachment

Minor items, unitemized algebraic total -0-

Subtotal $ 31,258.75

Approved work orders (Price, extra work and state force orders) $ 19,250.00

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

P.A.#2	Provide 3½ Cu.Yd. Front End Loader		$ 5,467.00
P.A.#3	Provide 2½ Cu.Yd. Front End Loader	(-)	$ 232.75
EWO #1	Flagging	(-)	$ 3,200.00
SFO #1	Culvert Installation		$ 2,420.00

Minor items, unitemized algebraic total - 0 -

Subtotal $ 4,454.25

Authorization for engineering $ 46,500.00

Expected over-run or under-run of engineering authorization $ 5,500.00

Costs not included above (explain) $ - 0 -

Allowance for future contingencies (——% of work remaining) $ - 0 -

Credits to come from transfers and deductions $ - 0 -

Present estimate of project cost $ 747,773.00

Brief Statement of principal causes of over-run: The principal causes of over-runs since the last estimate were due to problems in drilling & shooting the rock between sta. 3686 - 3706. The character of this material required special drilling and more explosives than anticipated. Other causes of the overrun were due to performing this work under adverse weather conditions requiring more equipment hours and additional base material.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 706,560.00
Present estimate of project cost	$ 747,773.00
Expected over-run (Amount)	$ 41,213.00
Expected over-run (per cent)	5.83

Space to right of this line is for use of Salem office.

Submitted by: E S Thompson
E. S. Thompson, Resident Engineer

Confirmed by: Asst Division Engineer

Noted by: Asst Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

ATTACHMENT to

Report of Expected Over-run of Project Authorization, Dated Dec. 14, 1964
Follyfarm - Scotts Butte Section
Crane - Scotts Butte Hwy. Malheur Co.
Contract No. 6459 Prefix 123-1008

Contract Item No.	Over-run	Rate	Amount of Over-run
2. Blade Grader	65.00 hour	$16.00	$ 1,040.00
3. Tractor & Dozer, 85 HP	76.50 hour	$17.00	$ 1,300.50
4. Tractor & Dozer, 155 HP	82.50 hour	$22.00	$ 1,815.00
5. Tractor, Dozer & Ripper	95.00 hour	$27.00	$ 2,565.00
6. Power Shovel	(-) 39.00 hour	$30.00	(-) $ 1,170.00
7. Dump Truck	692.50 hour	$14.00	$ 9,695.00
8. Air Compressor	99.50 hour	$10.00	$ 995.00
9. Wagon Drill	99.50 hour	$18.00	$ 1,791.00
10. Scraper	(-) 14.25 hour	$23.00	(-) $ 327.75
11. Explosives	19,100 lb	$ 0.55	$10,505.00
12. Hand Labor	(-) 20.00 hour	$ 4.25	(-) $ 85.00
13. Select Roadbed Topping	8,130 Cu.Yd.	$ 1.20	$ 9,756.00
14. 3/4"-0 Material in Base	270 ton	$ 2.20	$ 594.00
15. Sprinkling	(-) 1,244 M-gal.	$ 4.00	(-) $ 4,976.00
16. Asphaltic Concrete Mix	(-) 800 ton	$ 4.25	(-) $ 3,400.00
17. Asphalt in Mixture	30 ton	$42.00	$ 1,260.00
18. RS-1 Asphalt	(-) 1.65 ton	$60.00	(-) $ 99.00
		Total Over-run - - - -	$ 31,258.75

RECEIVED
DEC 3 - 1964
FOR FILING

Salem, Oregon
December 3, 1964

Increase in Project
Authorization

E. S. Thompson
Resident Highway Engineer

This is to advise you that at its meeting of Nov. 24, 1964, the Highway Commission approved an increase of $122,919.00 in project authorization on Contract No. 6459, Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Highway in Malheur County.

The new authorization for construction is $706,560.00. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

DBP:mb

cc: A. F. Parson

RECEIVED
NOV 16 1964
FOR [illegible]

November 16, 1964

Oregon State Highway Commission

Gentlemen:

On October 13, I reported to you an overrun on the Follyfarm-Scotts Butte grading and paving project on the Crane-Scotts Butte Highway in Malheur County (Contract No. 6459).

I now find that an error was made in the computations and that the project cost originally estimated at $583,641 will be $706,560, for an overrun of 21 percent. ($122,919)

This was an equipment rental project and the major cause of the overrun was an increase in the equipment time necessary to construct the project as planned. Equipment rental estimates are somewhat difficult to make and, on this particular project, more rock was encountered than had been anticipated. There was also an overrun in surfacing quantities.

This matter will be on the agenda at the November 24 meeting and I recommend that it have your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

RECEIVED
DEC 1 1964

FOR FILING

LLH - (3)

6459

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1964

SUBJECT: Over-run of Project Authorization (REVISED)
Follyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Contract No. 6459

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

We have received word from the field that there was an error in the original report on an expected over-run of the project authorization on the subject contract. The original report was submitted to you on October 7. This change affects the amounts only -- the reasons for the over-run are still valid.

Attached is the revised "Report on Expected Over-run of Project Authorization" on the subject contract. This project for grading and paving is under contract to Page Paving Company of Salem.

The original project authorization was $583,641.00. The present anticipated cost is $706,560.00 indicating an over-run of $122,919.00, or 21.06%.

The major reason for the over-run is due to a large increase in the grading quantities which necessitated a considerable over-run in the equipment hours required to complete the grading work. This increase accounts for $100,525.00 of the over-run. Changes in the design typical section, from that which was originally planned, caused a general increase in the surfacing quantities and amounted to a net increase in cost of $31,918.00.

It is recommended that the project authorization be increased by $122,919.00 from $583,641.00 to $706,560.00.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

DES:bjm
Attachments

cc: L. H. Young

RECEIVED
NOV 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

attachments to
Young 11-30-64

RECEIVED
DEC 4 1964
FOR FILING

Form No. [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Follyfarm - Scotts Butte Section Date October 29, 1964

Highway Crane - Scotts Butte Contract No. 6459

County Malheur Kind of Work Grading & Paving Contractor Pace Paving Company

Contract Amount 6459 $509,402.00

Expected over-runs and under-runs in contract items: Quantity Unit Price Amount

Major items, itemized:

See Attachment

Minor items, unitemized algebraic total -0-

Subtotal $131,318.00

Approved work orders (Price, extra work and state force orders) $14,500.00

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

P. A. #2 Provide 3 1/2 Cu. Yd. Front End Loader	2,750.00
S.F.O. #1 Culvert Installation	2,000.00

Minor items, unitemized algebraic total -0-

Subtotal $4,750.00

Authorization for engineering $41,503.36

Expected over-run or under-run of engineering authorization $4,996.64

Costs not included above (explain) $ -0-

Allowance for future contingencies (0 % of work remaining) $ -0-

Credits to come from transfers and deductions $ -0-

Present estimate of project cost $706,560.00

Brief Statement of principal causes of over-run:

The principal causes of overruns were due to considerable more grading quantities than anticipated, requiring an overrun in equipment hours. Surfacing quantities overran because the typical, as per plan, is a wider section than originally planned and the surfacing quantities were not increased ~~accordingly~~ accordingly.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$583,621.00
Present estimate of project cost	$706,560.00
Expected over-run (Amount)	$122,939.00
Expected over-run (per cent)	21.06

Space to right of this line is for use of Salem office.

Submitted by: E. S. Thompson, Resident Engineer
E. S. Thompson

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

ATTACHMENT to

Report on Expected Over-run of Project Authorization
Follyfarm - Scotts Butte Section
Crane - Scotts Butte Hwy. Malheur County
Contract No. 6459 Prefix 123-1008

Contract Item No.	Over-run	Rate	Amount of Over-run
2 Blade Grader	200 hour	$16.00	$ 3,200.00
3 Tractor & Dozer, 85 HP	380 hour	$17.00	$ 6,460.00
4 Tractor & Dozer, 155 HP	300 hour	$22.00	$ 6,600.00
5 Tractor, Dozer & Ripper	(-) 75 hour	$27.00	(-) $ 2,025.00
6 Power Shovel	55 hour	$30.00	$ 1,650.00
7 Dump Truck	760 hour	$14.00	$10,640.00
8 Air Compressor	630 hour	$10.00	$ 6,300.00
9 Wagon Drill	630 hour	$18.00	$11,340.00
10 Scraper	1,320 hour	$23.00	$30,360.00
11 Explosives	38,000 lb	$ 0.55	$20,900.00
12 Hand Laborers	1,200 hour	$ 4.25	$ 5,100.00
13 Selected Roadbed Topping	17,000 Cu.Yd.	$ 1.20	$20,400.00
14 3/4"-0 Material in Base	9,340 ton	$ 2.20	$20,548.00
15 Sprinkling	3,300 M-gal.	$ 4.00	$13,200.00
16 Asphaltic Concrete Mix	(-) 3,000 ton	$ 4.25	(-) $12,750.00
17 Asphalt in Mix	(-) 200	$42.00	(-) $ 8,400.00
18 RS-1 Asphalt	(-) 18	$60.00	(-) $ 1,080.00
19 Guide Posts, W-1	(-) 150	$ 7.50	$ 1,125.00
		Total	$131,318.00

RECEIVED
OCT 14 1964
FOR FILING

[illegible]

6459

October 13, 1964

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization on Contract No. 6459, the Follyfarm-Scotts Butte grading and paving project on the Crane-Scotts Butte Highway in Malheur County, is anticipated. Page Paving Company, of Salem, is the contractor.

The original project authorization was $583,641. The present anticipated cost is $693,641, indicating an overrun of $110,000, or 18.85 per cent.

The reasons for this overrun are due to an unanticipated increase in the grading quantities, causing an overrun in the equipment hours required and a typical section design change which increased the surfacing quantities.

This request for an additional authorization will be presented to you at the November 24 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
DES:bjm bbc

RECEIVED
DEC 1 - 1964
FORM E-30 90M 12-63 54676
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7, 1964

SUBJECT: Over-run of Project Authorization
Follyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Contract No. 6459

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a "Report on Expected Over-run of Project Authorization" on the subject contract. This project for grading and paving is under contract to Page Paving Company of Salem.

The original project authorization was $583,641.00. The present anticipated cost is $693,641.00 indicating an over-run of $110,000.00, or 18.85%.

The major reason for the over-run is due to a large increase in the grading quantities which necessitated a considerable over-run in the equipment hours required to complete the grading work. This increase accounts for $81,200.00 of the over-run. Changes in the design typical section, from that which was originally planned, caused a general increase in the surfacing quantities and amounted to a net increase in cost of $35,640.00.

It is recommended that the project authorization be increased by $110,000.00 from $583,641.00 to $693,641.00.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:bjm
Attachments

cc: L. H. Young

RECEIVED
OCT 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Attachments to Young
11-30-64

RECEIVED
SEP 21 1964
FOR FILING

September 18, 1964

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon 97301

Att: Mr. E. W. Potter

Gentlemen:

Your request dated September 17, 1964, for a copy of Estimate No. 1 for work performed between July 1, 1964 and August 5, 1964 on the Follyfarm-Scotts Butte Section, Contract No. 6459, has been referred to this office.

We are enclosing a copy of the Contract Payment Voucher for the above estimate.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DS-mb
Enc.
cc: L. Shaw
L. Lindas
F. Query

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON 97301

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE
DAVID A. RHOTEN

REFERRED TO [illegible]

September 17, 1964

State of Oregon
State Highway Department
Salem, Oregon 97310

Re: Oregon State Highway
Contract No. 6459
Follyfarm-Scotts Butte Section

Gentlemen:

We understand that Estimate No. 1 has been submitted to you by the Page Paving Company in connection with Page Paving's subcontract with Don Greene Construction, Inc.

We would very much appreciate having a copy of Estimate No. 1 for work performed from July 15, 1964, through August 5, 1964.

Very truly yours,

RHOTEN, RHOTEN & SPEERSTRA

By E W Potter

EWP:ls

Discussed w/ Lindas 9/18/64 - He said to furnish the copy of estimate requested.

J

RECEIVED
SEP 18 1964
OFFICE ENGINEERING
DIVISION

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
SEP 2 - 1964

FOR FILING

FLH

August 31, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering State's share of Flagging costs on the Pollyfarm - Scotts Butte Section of the Crane - Scotts Butte Highway in Malheur County, Contract No. 6459 in connection with Federal - Aid Project No. FLH-6(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

DBP:mg

DEC 2 3

FOR FILING

FLH-x(5)

6459

DON GREENE CONSTRUCTION, INC.
805 Liberty St., N.E.
Salem, Oregon

Shaw

Salem, Oregon

August 25, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Attention: Mr. Emerson E. Page

Re: Follyfarm-Scotts Butte Section
OSHD #6459

Dear Mr. Page:

We understand by your recent letters, the most recent of which is dated August 20, 1964, that you have terminated our sub-contract.

We consider this termination a breach by you of the sub-contract; therefore we are withdrawing our equipment from the job and demanding payment in full to date of the amount due us under the contract.

Among other factors, you have not performed your part to be performed under the prime contract, i.e., to furnish water for the compaction in accordance with your contract with the State Highway Department, and you are well aware of this by our telephone calls.

As a partial recapitulation, I wish to call your attention to the fact that the first week you furnished no water and the State of Oregon would not let us work. The second week your water truck broke down and we were unable to work. The third week you furnished an inadequate water truck during the week but the State shut the job down for lack of water. The fourth

NOTED
LLOYD P. SHAW

Copy To Morgan
8-28-64

week you failed to furnish adequate trucking facilities for water and the State shut the job down, portions at a time. The same occurred on the fifth week. The sixth week the State shut the job down at various times for lack of water.

I have phoned you numerous times concerning this lack of water and the State engineers have talked with your people and have given you notice concerning the lack of water.

Therefore we expect to receive payment of the entire amount due us and damages for your breach of the contract.

We will expect payment for equipment available and standing by on the job with the operators but not able to work by your failure to furnish water. We shall expect additional payment for our furnishing of an additional truck hauling water in accordance with your superintendent's instructions.

With respect to the equipment that we rented to place on the job, being the shovel and a DW-21, if you are willing to pay the costs that we have into that so far and assume the rental agreement, you may retain them on the job.

Yours truly,

DON GREENE CONSTRUCTION, INC.

By Don Greene Pres.
Don Greene

cc: State Highway Department
State Highway Bldg.
Salem, Oregon 97310

Glens Falls Insurance Co.
901 S. E. Oak
Portland, Oregon

Mr. E. S. Thompson,
Resident Engineer
State Highway Department
Burns, Oregon

Mr. A. F. Parson, Engineer
State Highway Department
P. O. Box 850
La Grande, Oregon

RECEIVED
AUG 26 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon

August 25, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Attention: Mr. Emerson B. Page

Re: Follyfarm-Scotts Butte Section
OSHD #6459

Dear Mr. Page:

Upon my return to Salem I find your letter dated August 17, 1964, concerning the union benefits. Your letter is not in accordance with our understanding at all and if there are any payroll taxes or benefits occasioned by your union affiliation, that is to be borne by you and not charged back against us.

It was the complete understanding when this job was bid that we were not union and we would not go union for this job, and you understood that perfectly.

During the period covered by your arrangements with the union I am sure that you will be obliged to stand the standby time of the operators and that of course should not be charged back to me.

Yours truly,

DON GREENE CONSTRUCTION, INC.

By Don Greene Pres.
Don Greene

cc: State Highway Department
State Highway Building
Salem, Oregon 97310

Glens Falls Insurance Co.
901 S. E. Oak
Portland, Oregon

Mr. E. S. Thompson,
Resident Engineer
State Highway Department
Burns, Oregon

Mr. A. F. Parson, Engineer
State Highway Department
P. O. Box 850
La Grande, Oregon

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
AUG 26 1964
FOR FILING

MONTHLY TRANSACTION NO.

PROJECT REPORT NO. [illegible]

Form PR-2 (Rev. 2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE: Oregon

COUNTY: Malheur

PROJECT NO.: FLH-8(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 78 Jc. I.O.N. Highway N.W. 18.6 Mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	6-2-64	14.717
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 486,900.00	$ 460,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By
Asst. State Highway Engineer
(Title)

By ____________________
____
(Title)

By ____________________
____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)
By: L. R. Backlund
L. R. Backlund, Administrative Mgr.
Date executed by Division Engineer August 4, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

PAGE 1

Orig returned to [illegible]

USCOMM-DC 8905-P64

MONTHLY TRANSACTIONS

DATE SUBMITTED TO W. O.

PR-R-17

8-6-64

FORM PR-37
(REV. 4-64)

PROJECT STATUS RECO
(Administrative Manual, Vol. 22, Chap. V)

XERO COPY

CARD	REPORT NO. & PAGE 73 (CARD 1) 74	1	PROJECT LOCATION 21	FUTURE ADT. YR. 66 70 71 72	DISTRIBUTION: REGION DIVISION 73

CARD 3	CHARACTER OF PROPOSED WORK 28 62	EMERG. YR.	FH. RTE. NO. (68)	SUPVNG AGCY 69	OA CLASSIF. 70	OA AREA 71	74	75	CARD 4	URBAN AREA NAME 17 27

CARD 5	LINE NO. (14) (15)	CHNG CDE 16	COUNTY (17)	R R DATA NO. OF PROT. 30	GRADING 31	CONST. CL. 32	NO. OF BRIDGE	LANES	CLIMB 37	TYPE OF HGWY 38-40	CONT.	CLASS 42	WORK TYPE 43 46	COST ESTIMATE (47) (52) RELOC. ASSIST. OR PARCELS (49) (52)	STEP 53	MILES (54) (58)	TOTAL COST (DOLLARS) (59) (66)	FEDERAL FUNDS (67)
5																14.7	486,900	460,000
5																		
5																		
5																		
5																		
5																		
5																		

XERO COPY

CARD 1	NEW OR REINSTATED PROJ	PROJECT WITHDRAWN	PROJECT REOPENED	THE LAST ACTION PROCESSED HAS NOT YET BEEN RECEIVED ☐	ADP USE CS CC	
	COL. 14 1	2	3	11	COL. 67 COL. 68	
	FINAL VOUCHER REC VD		FINAL CONTROL	CONVERTED FROM.	SUBSIDIARY RECORD	
1	COL. 15/8	9	7	AS CODED	6	

APPROPRIATION TOTAL		(16) TOTAL COST (23)	(24) TOT. FED. FUND
MANUAL POSTING ENTRY BY FIELD			
VERIFICATION OF POSTED ENTRY	(A)		
MACHINE TOTAL OF CARD 5 ENTRIES	(B)	486,900	460,000
DIFF. BETWEEN MANUAL AND MACHINE TOTALS	(A—B)		

OTHER:

Work Started 7 64

Project Agreement Executed 8 4-64

OBLIGATIONS vs EXPENDITURES
(WASHINGTON OFFICE USE ONLY)

RECOMMENDE

DATE:

SIGNATURE

TITLE

COPY 3 -

EDITION OF 10-63 MAY BE USED

PROJECT STATUS RECORD

(Administrative Manual, Vol. 22, Chap. V)

6.10 6

FUTURE ADT. 66 70	YR. 71 72	DISTRIBUTION: REGION DIVISION 73	REGION (74) (75)	JOINT STATE (76) (77)	STATE NAME

FH. RTE. NO. (36) (68)	SUPVNG AGCY 69	OA CLASSIF. 70	OA AREA 71	74	75	CARD 4	URBAN AREA NAME 17 27	URBANIZED AREA CODE (28) (31)	PROJECT: PREFIX LETT 14
									FLH-8(3)

W. O. POSTING DATES

CLASS 42	WORK TYPE 43 46	COST ESTIMATE (47) 47 48	RELOC. ASSIST. OR PARCELS (49) (52)	STEP 53	MILES (54) (58)	TOTAL COST (DOLLARS) (59) (66)	FEDERAL FUNDS (67) (76)	AGREEMENT (77) (80)	CARD 6 1	PROGRAMED -3- (17) (20)	OBLIGATED -4- (21) (24)	AWA… -5-	-6-	-7
									6					
									6					
									6					
									6					
									6					
									6					
									6					

USE CC	APPROPRIATION TOTAL	(16) TOTAL COST (23)	(24) TOT. FED. FUNDS (33)	(34) PROGRAMED (43)	(44) P.S. AND E	
	MANUAL POSTING ENTRY BY FIELD				—	460,000=
67 COL. 68 SIDIARY RECORD	VERIFICATION OF POSTED ENTRY (A)					
	MACHINE TOTAL OF CARD 5 ENTRIES (B)	486 900	460,000.00			
6	DIFF. BETWEEN MANUAL AND MACHINE TOTALS (A—B)					

OBLIGATIONS vs EXPENDITURES

(WASHINGTON OFFICE USE ONLY)

RECOMMENDED

DATE

SIGNATURE

TITLE

DATE

SIGNATURE

TITLE

Oregon State Highway Department

Federal Aid
Project No. FLH-6(3)

FOLLYFARM - [illegible] SECTION OF THE

CRANE - [illegible] HIGHWAY IN [illegible] COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1964

Type Code 6201
Roadway (Sta. 2913+40 to Sta. 3289+26.60, Sta. 3313+40.40 to Sta. 3491+49.60, Sta. 3615+25.50 to Sta. 3773+71.00, Sta. [illegible]+20.00 to Sta. [illegible]+77) (Contract [illegible])

Moving Costs	All Required (79%)		$ 9,875.00
Blade Grader	790 hours	$ 16.00	12,640.00
Tractor and Dozer (85 HP)	253 hours	17.00	4,301.00
Tractor and Dozer (155 HP)	395 hours	22.00	8,690.00
Tractor, Dozer and Ripper	395 hours	27.00	10,665.00
Power Shovel	253 hours	30.00	7,590.00
Dump Truck	506 hours	14.00	7,084.00
Air Compressor	253 hours	10.00	2,530.00
Wagon Drill	253 hours	18.00	4,554.00
Scraper	435 hours	23.00	10,005.00
Explosives	9480 lbs.	0.55	5,214.00
Hand Laborers	632 hours	4.25	2,686.00
Selected Roadbed Topping	25,600 cu. yds.	1.20	30,720.00
3/4"-0 Material in Base	10,580 cu. yds.	2.20	23,276.00
Sprinkling	2,133 m-gal.	4.00	8,532.00
Asphaltic Concrete Mixture	43,360 tons	4.25	184,280.00
Asphalt in Mixture	2,380 tons	42.00	99,960.00
RS-1 Asphalt	32 tons	60.00	1,920.00
Guide Posts, W-1	410 only	7.50	3,075.00
			$ 437,597.00
Flagging (57½ of Contractor's Cost)	All Required (79%)		$ 4,740.00
Guide Signs	All Required (100%)		300.00
			$ 5,040.00
	Subtotal		$ 442,637.00
	10% Engr. & Cont.		44,263.00
	Total		$ 486,900.00

Length of Roading. . . . . 14.717 miles
Cost of Roading Per Mile $33,084.18

Federal Funds.	$ 460,000.00
State Funds	26,900.00
	$ 486,900.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds For Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. FLH-8(3)

FOLLYFARM-SCOTTS BUTTE SECTION OF THE CRANE-SCOTTS BUTTE HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem Ore May 25, 1964

Type Code 6201
Roadway (Sta. 2913+40 to Sta. 3289+96.60, Sta. 3313+40.40 to Sta. 3491+49.60, Sta. 3615+05.08 to Sta. 3773+71.00, Sta. 3834+59.00 to Sta. 3898+77)

Moving Costs	All	Required (79%)		$ 6,320.00
Blade Grader	790	hours	$ 17.50	13,825.00
Tractor and Dozer (85 H.P.)	253	hours	18.00	4,554.00
Tractor and Dozer (155 H.P.)	395	hours	23.00	9,085.00
Tractor, Dozer and Ripper	395	hours	27.00	10,665.00
Power Shovel	253	hours	25.00	6,325.00
Dump Truck	506	hours	13.00	6,578.00
Air Compressor	253	hours	7.00	1,771.00
Wagon Drill	253	hours	15.00	3,795.00
Explosives	9,480	lbs.	1.00	9,480.00
Hand Laborers	632	hours	5.00	3,160.00
Selected Roadbed Topping	25,600	cu.yds.	1.20	30,720.00
3/4" - 0 Material in Base	10,580	cu.yds.	2.00	21,160.00
Sprinkling	2,133	M-gals.	4.00	8,532.00
Asphaltic Concrete Mixture	43,360	tons	4.40	190,784.00
Asphalt in Mixture	2,380	tons	40.00	95,200.00
RS-1 Asphalt	32	tons	60.00	1,920.00
Guide Posts, W-1	410	only	7.00	2,870.00
				$426,744.00
Flagging (57½% of Contractor's Cost)	All	Required (79%)		$ 4,740.00
Culvert Installation	All	Required (79%)		2,370.00
Guide Signs	All	Required (100%)		300.00
				$ 7,410.00
	Subtotal			$434,154.00
	10% Engr. & Cont.			43,415.00
		Total		$477,569.00

Length of Roadway . . . . 14.717 miles
Cost of Roadway per Mile $32,443.54

Federal Funds $460,000.00
State Funds 17,569.00
$477,569.00

Oregon State Highway Department

Federal Aid
Project No. FLH-8(3)

FOLLYFARM-SCOTTS BUTTE SECTION OF THE CRANE-SCOTTS BUTTE HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 2, 1964

Type Code 6201
Roadway (Sta. 2913+40 to Sta. 3289+96.60, Sta. 3313+40.40 to Sta. 3491+49.60,
(Sta. 3615+05.08 to Sta. 3773+71.00, Sta. 3834+59.00 to Sta. 3898+77)

Moving Costs	All Required (79%)		$ 6,320.00
Blade Grader	790 hours	$17.50	13,825.00
Tractor and Dozer (85 HP)	253 hours	18.00	4,554.00
Tractor and Dozer (155 HP)	395 hours	23.00	9,085.00
Tractor, Dozer and Ripper	395 hours	27.00	10,665.00
Power Shovel	253 hours	25.00	6,325.00
Dump Truck	506 hours	13.00	6,578.00
Air Compressor	253 hours	7.00	1,771.00
Wagon Drill	253 hours	15.00	3,795.00
Explosives	9,480 lbs.	1.00	9,480.00
Hand Laborers	632 hours	5.00	3,160.00
Selected Roadbed Topping	25,600 cu.yds.	1.20	30,720.00
3/4" - 0 Material in Base	10,580 cu.yds.	2.00	21,160.00
Sprinkling	2,133 M-gals.	4.00	8,532.00
Asphaltic Concrete Mixture	43,360 tons	4.40	190,784.00
Asphalt in Mixture	2,380 tons	40.00	95,200.00
RS-1 Asphalt	32 tons	60.00	1,920.00
Guide Posts, W-1	410 only	7.00	2,870.00
			$426,744.00
Flagging (57½% of Contractor's Cost)	All Required (79%)		$ 4,740.00
Guide Signs	All Required (100%)		300.00
			$ 5,040.00
	Subtotal		$431,784.00
	10% Engr. & Cost		43,178.00
	Total		$474,962.00

Length of Roadway - - - - - - - - - - - 14.717 Miles
Cost of Roadway Per Mile- - - - - - - - $32,273.01

Federal Funds -	$460,000.00
State Funds -	14,962.00
	$474,962.00

Oregon State Highway Department

Federal Aid
Project No. FLH-8(3)

FOLLYFARM-SCOTTS BUTTE SECTION OF THE
CRANE-SCOTTS BUTTE HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 9, 1964

Type Code 6201
Roadway (Sta. 2913+40 to Sta. 3289+96.60, Sta. 3313+40.40 to
Sta. 3491+49.60, Sta. 3615+05.08 to Sta. 3773+71.00,
Sta. 3834+59.00 to Sta. 3898+77)

Moving Costs	All Required (79%)	$	$ 6,320.00
Blade Grader	790 hours	17.50	13,825.00
Tractor and Dozer (85 HP)	253 hours	18.00	4,554.00
Tractor and Dozer (155 HP)	395 hours	23.00	9,085.00
Tractor, Dozer and Ripper	395 hours	27.00	10,665.00
Power Shovel	253 hours	25.00	6,325.00
Dump Truck	506 hours	13.00	6,578.00
Air Compressor	253 hours	7.00	1,771.00
Wagon Drill	253 hours	15.00	3,795.00
Scraper	435 hours	25.00	10,875.00
Explosives	9,480 lbs.	1.00	9,480.00
Hand Laborers	632 hours	5.00	3,160.00
Selected Roadbed Topping	25,600 cu. yds.	1.20	30,720.00
3/4" - 0 Material in Base	10,580 cu. yds.	2.00	21,160.00
Sprinkling	2,133 M-gal.	4.00	8,532.00
Asphaltic Concrete Mixture	43,360 tons	4.40	190,784.00
Asphalt in Mixture	2,380 tons	40.00	95,200.00
RS-1 Asphalt	32 tons	60.00	1,920.00
Guide Posts, W-1	410 only	7.00	2,870.00
			$437,619.00
Flagging (57½% of Contractor's Cost)	All Required (79%)		4,740.00
Guide Signs	All Required (100%)		300.00
			$ 5,040.00
	Subtotal		$442,659.00
	10% Engr. & Cont.		44,265.00
	Total		$486,924.00

Length of Roadway 14.717 miles
Cost of Roadway per Mile $33,085.81

Federal Funds -	$460,000.00
State Funds -	26,924.00
	$486,924.00

RECEIVED
JUL 17 1964
FOR FILING

FLH-8(3)

6459

July 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your information are copies of Order for State Force Work No. 1, Account No. 231 covering the extension of culverts on the Follyfarm-Scotts Butte Section of the Crane-Scotts Butte Highway in Malheour County, Contract No. 6459 in connection with Federal-Aid Project No. FLH-8(3).

This work is necessary due to widening of the existing roadbed. The estimated cost for this work is $3,000.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JWT:mb
Att.

RECEIVED
JUL 16 1964
FOR FILING

FLM 8(3).

[illegible]

July 15, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 231 covering the extension of culverts on the Follyfarm - Scotts Butte Section of the Crane - Scotts Butte Highway in Malheur County, Contract No. 6459 in connection with Federal-Aid Project No. FLH-8(3).

The existing roadbed is to be widened. It is necessary to extend the existing culverts to fit the new roadbed. The State has the necessary equipment and crews to do this work more economically than by separate contract.

Your approval of this order on the actual cost basis is requested. This work was an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:cl
Enc.

RECEIVED
JUN 30 1964
FILING

FLH-8(3)

FORM E-133
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. [illegible] for the following project:

Grading and paving on the Follyfarm-Scotts Butte Section of Crane-Scotts Butte Highway, southeast of Burns in Malheur County.

This award was based on your low bid of $509,492.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
E. G. Savage (SI&C)

RECEIVED
JUL 3 - 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 26, 1964

08-35.EC

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project FLH-8(3)
Follyfarm-Scotts Butte Section
Grading and paving

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6459 to Page Paving Co. of Salem, Oregon, low bidder in the amount of $509,492.00 at the June 24, 1964 bid opening.

It is understood that the cost in excess of the allotment of Public Lands funds for the portion of the project within public lands will be financed with State funds.

NOTED
LLOYD P. SHAW

[illegible]
[illegible]
OFFICE OF
[illegible] HIGHWAY ENGINEER

original To Young
7-3-64

RECEIVED
JUN 29 1964

FOR FILING

FLH-8 ( )

64-9

June 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Your concurrence, as of today, is requested in the award of contract for the Pollyfarm-Scotts Butte Section, Project No. FLH-8(3). Grading and paving.

All rights of way or rights of entry have been acquired.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:kc

RECEIVED
JUN 9 - 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

June 2, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
G. R. Brooks
Dist. Engineer

08-35.2-BA

A. V. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project FLH-8(3)
Pollyfarm-Scotts Butte Section
Grading and Paving

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained for occupancy and contractor's use, with relocation advisory assistance unnecessary, as indicated in Mr. Moehring's May 28, 1964 letter.

The use of the May, 1964 Supplemental Standard Specifications for Guide Posts and Asphaltic Concrete Pavement is approved for this specific project.

Mr. Young's May 28, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Your May 26, 1964 status report of preparatory work for utility adjustments indicates that no delays are anticipated.

original To Young
with attach.
6-9-64

NOTED
LLOYD P. SHAW

RECEIVED
JUN 4 - 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

22M 8(3)

6451

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 28, 1964

Right of Way Status
Follyfarm-Scotts Butte
Section: Grading
and Paving
June 23, 1964 Letting

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

All right of way and privately owned interests within the right of way, including access thereto, have been acquired on the following Federal-Land right of way project:

Follyfarm-Scotts Butte Section:
Grading and Paving

No relocation advisory assistance was involved.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:SM
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas
C. H. Maison

9

RECEIVED
MAY 25 1964
FORM E-30 50M 8-62 43908

~~FOR FILING~~
FLH [illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1964

SUBJECT: Follyfarm-Scotts Butte Section
Crane-Scotts Butte Highway
Malheur County

To:

R. L. Porter
Deputy State Highway Engineer
Salem, Oregon

NOTED
R. L. PORTER

REFERRED TO

The Follyfarm - Scotts Butte Section has been worked up with summit cuts of $\frac{1}{4}$:1 slopes with 4′ ditch section.

Station 3361 - 3383	Max. Cut of 18′
Station 3498 - 3510	Max. Cut of 6′
Station 3685 - 3706	Max. Cut of 15′

Grading is to be done by equipment rental. No cross sections are available.

Frank L. Hall
Chief Designer

By

Wm. H. Sample

cc: L. H. Young
D. J. Barbee

NOTED
LLOYD P. SHAW

[illegible]

RECEIVED
MAY 18 1964

FLH 9(3)

[illegible]

9

C
O
P
Y

Salem, Oregon
April 21, 1964

Mr. F. D. Morgan
Construction Engineer
BUILDING

We have been advised there will be available $460, 000 of BLM money which can be applied to the Crane-Scotts Butte Secondary Highway.

Will you please work up a widening and overlay project from the Burns Junction northerly, as far as the money will permit.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

RECEIVED
NOV 1 4 1963
FOR FILING

FLH

Salem, Oregon
November 13,1963

Burns Jct.-Folly Farm
Crane-Scotts Butte Hwy.
FAS 455

Mr. R. L. Porter
Deputy State Highway Engineer

OFFICE

Reference is made to your verbal instructions this date to justify the estimate used for the FLH application for funds on the subject-named section and highway.

The estimate used for this work was based on: (a) a field estimate by the division, (b) prototype construction using Burns Jct. project on the I.O.N. as a model and (c) estimate by Mr. Joe Toole made in connection with deficiency studies.

(1) Field Estimate Basis:

	Field Estimate 10' Lanes 4' Shldrs.	Office Estimate 11' Lanes 4' Shldrs.
Grading	$ 38,000	$ 50,000
Shoulder Surfacing	22,800	30,000
Paving	287,000	317,000*
20% Engr. & Cont.	69,700	79,400
	$417,500	$476,400

* A.C. priced $7.25 per ton or $17,000 per mile.

This results in a cost of $25,000 per mile.

(2) The Burns Jct. job was picked as being representative of the work under consideration with the cross section adjusted to present standards. This job was completed in 1960. The quantities are adjusted to the new design and prices to arrive at a cost per mile:

Clearing and Grubbing	All Required		$ 1,000
Special Borrow Excavation	4,500 cu.yd.	$ 1.00	$ 4,500
General Excavation	2,000 cu.yd.	1.00	2,000
Blade Grader	80 hr.	12.00	960
Drainage	All Required		1,000
3/4"-0 in Shoulders	2,200 cu.yd.	4.00	8,800
Sprinkling	150 M-gal.	4.00	600
A.C.	15,000 ton	7.25	108,750
RS-1 Asphalt	15 ton	50.00	750
Guide Posts, W-2	130 only	6.00	980
			$129,340
20% Engr. & Cont..			25,868
			$155,208

This results in a construction cost of $31,000/mile.

(3) Construction Planning Deficiency Estimate:

Clearing and Grubbing	All Required		$ 1,600
Excavation, Common	23,000 cu.yd.	.60	13,800
Excavation, Rock	8,000 cu.yd.	1.00	8,000
Surfacing	46,000 cu.yd.	2.50	115,000
A.C.	43,000 ton	7.00	301,000
Drainage	All Required		1,600
			$441,000
Engr. & Cont. 20%			89,000
			$530,000

This computation results in a cost per mile of $28,500.

In view of the foregoing, it was thought that $31,000 per mile cost as used in our application for FLH funds was reasonable.

L. H. Young
Office Engineer

LHY:mb

RECEIVED
FEB 25 1963
FOR FILING

FL- 2(1)
[illegible]

February 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Drawing # 9C-15-2

Dear Sir:

Application is hereby made for an allotment of Federal Lands Highway Funds to be used in the improvement of a section of the Crane-Scotts Butte Highway, the same being FAS Route 455.

You will perhaps recall that in 1960, 1961 and 1962, we made application for funds for the betterment of this section on this highway which did not receive favorable consideration. The need for improvement of this section is becoming more and more critical. Following is outlined the basic information bearing on the application:

1. The existing facility is substandard as regards roadbed width and surface stability. The horizontal alignment is good but the vertical alignment is below standard. There are 19 vertical curves in the proposed project, two of which have sight distances of 350 feet and 6 less than 500 feet respectively. Vehicle speeds are high on this section, creating an extremely hazardous condition.

a. Roadbed width approximately 23 feet, constructed as Federal Land Highway 8(1).

b. Surfacing too light showing constant distress 0-9 type oil mat 3/4-inch thickness 20 feet in width.

c. Shoulders approximately 1.5 feet in width.

d. 1962 average daily traffic (traffic count June 1962) 100 at southerly end and reaching 200 average daily traffic at northerly terminus.

e. Maintenance costs are high being an average of $1,148 per mile for years 1959 through 1961.

f. Reduced load limits were imposed four years out of the past seven. The average length of time it was necessary to restrict load limits was sixty days for each closure.

2. Tentative standards proposed for reconstruction of the section are as follows:

Roadbed width	28 feet
Pavement width	20 feet
Shoulder width	4 feet (Paved)
Pavement depth	2 inches AC halfsole w/AC leveling course

3. The section proposed for reconstruction is from Burns Junction (junction with I.O.N. FAS Route 513 northerly 18.65 miles to Follyfarm at M.P. 73, this point also being the southerly end of a recently completed FAS project S-53(5).

4. a. This highway has the characteristics of a through route. Traffic count data recently taken indicates that 50 percent of light vehicles utilizing the route are from out of state.

b. This highway is in urgent need of improvement from Follyfarm to Burns Junction on the I.O.N.

c. It provides a vital link and shortcut for all of Oregon, except the extreme southeastern portion, to the Salt Lake Area and a convenient means to reach 80N at Winnemucca. In addition to its through traffic characteristics, it provides a direct access for the livestock ranchers of southeastern Oregon to the Portland market. It also provides the most practical route for the ranchers in the southeasterly area to reach Burns which is a community offering shopping, medical and other facilities.

d. No state, local or federal funds, other than Federal Lands Highway Funds, are available or expected to be available soon in amount sufficient to finance more than the portions of the section which are outside the limits of federal lands due to the need and greater demand for such funds on highways in more populous areas.

c. According to adopted standards for secondary highways, the present traffic justifies improvement to the standards proposed.

With the foregoing in view, we wish to apply for Federal Lands Highway Funds to be supplemented with the necessary state funds to give the projects continuity on the following basis of priority:

Unit	Highway or Route	MP to MP	Length			Funds		
			Total	FLH	State	FLH	State	Total
Burns Jct.-Pollyfarm	FAS 455	73-91.65	18.65	14.42	4.23	$360,000	$109,000	$469,000

Oregon, although one of the larger public land states, has received only $200,000 in Federal Lands Highway Funds for the fiscal years 1961 through 1964. It is our belief that the above-listed projects meet all established criteria for financing from Federal Lands Highway Funds and request that a substantial allotment be made to Oregon.

Attached are sketch maps showing the section proposed for improvement.

Very truly yours,

Forrest Cooper
State Highway Engineer

Att.

cc: F. D. Morgan
A. F. Parson

327-1713 Falls City (Bridge St.) Sec., 1964
City St. (Stone base & Paving)
#6460

Sp. State Tax St. Fund 112

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6460 Prefix 327-1713 Survey Prefix 327-1417

Street Bridge Street

City Falls City

Payments to Contractor	$ 16,647.82
Engineering and Contingencies...........................	2,270.70
Survey..	1,488.67
TOTAL.............	$ 20,407.19
Agreed State Share	20,000.00
Agreed City Share	$ 407.19
City Advance Deposit	$ ---
BALANCE DUE FROM CITY	$ 407.19

Reference: Outside Billing cc 918

RU:mm

1964

OREGON STATE
HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 84121

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-[illegible]-[illegible]	[illegible]		[illegible]

RECEIVED
MAR 24 1965
ENGINEER
COUNTY & CITY DIVISION

City of Falls City
City Hall
Falls City, Oregon

Attn: [illegible], City Recorder

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Special City Allotment project on [illegible] Street, Contract [illegible]. Covered by agreement dated January 3, [illegible] (signed by secretary [illegible])			
As per attached statement:			
Final Cost		[illegible]	
Agreed State Share		[illegible]	
Agreed City Share			[illegible].19

NOTED
R. H. PRANGE

NOTED
H. S. COX

ACKNOWLEDGMENT OF BILLING REQUEST
Date Received your Request ....
By ....

NOTED

RECEIVED
SEP 30 1964
FOR FILING

September 30, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On August 31, 1964, we wrote to you concerning release of final payment on contract #6460, awarded to Salem Road & Driveway Co., for stone base-paving of Bridge Street in Falls City, Polk County.

Final payment on this contract is $480.18 and the total contract amount is $16,647.82, including $641.66 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Salem Road & Driveway Co.,
P. O. Box 603
Salem, Oregon

cc: C. H. Maisch
Attn.: John Herr

1964 Span
Falls City

RECEIVED
AUG 26
ENGINEER
COUNTY CITY

OREGON STATE HIGHWAY DEPARTMENT
PROJECT INSPECTION AND DIVISION INSPECTION REPORT

NOTED
P. B. Arensmeier

NOTED

Project Name **Falls City (Bridge St.)** Contract No. **6460**
Highway **City Street** Prefix No. **327-1713**
County **Polk** F. A. No. **State**

Final inspection made on **8/21/64** (date) by **R. D. Asburry**
in company with **Arthur Duffy**

CHECK LIST

Date		Date	
8/19/64	Construction signs removed.	**Never closed**	Opened to traffic.
None	Salem Office notified to rescind construction speed zone.	**Will be with semi-final estimate**	Division materials certification submitted.
8/19/64	Contractor removed equipment from project.		
8/19/64	Roadside cleanup completed.		

REMARKS: (Appearance and riding quality of job, general quality of workmanship, etc.)

Quality of workmanship very good. It would have been better if the shoulders had been paved but the contract did not call for it. On the inside of the curves, traffic is cutting across the rock shoulders kicking some rock onto the pavement. Mrs. Wilson, City Recorder, said they were going to try to get the County to oil the shoulders on the inside of the curves.

All contract work on this project has been completed and recommendation is made for acceptance on **8/21/64** (date). The semi-final estimate will be submitted about **9/1/64** (date).

cc: Office Engineer
Construction Engineer
Division Engineer
~~[illegible] Engineer~~
Resident Engineer
~~[illegible] Supt.~~
Traffic Engineer
City and County Division

NOTED
V R JON

R. D. Asburry
(signed)

Division Engineer
(title)

1964 Span
Falls City

RECEIVED
AUG 26 1964
ENGINEER
COUNTY CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT
PROJECT INSPECTION AND DIVISION INSPECTION REPORT

NOTED
P. B. Arensmeier

NOTED
[illegible] ELL

R. [illegible]

Project Name **Falls City (Bridge St.)** Contract No. **6460**

Highway **City Street** Prefix No. **327-1713**

County **Polk** F. A. No. **State**

Final inspection made on **8/21/64** (date) by **R. D. Asburry**

in company with **Arthur Duffy**

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All contract work on this project has been completed and recommendation is made for acceptance on **8/21/64** (date). The semi-final estimate will be submitted about **9/1/64** (date).

cc: Office Engineer
Construction Engineer
Division Engineer
~~[illegible]~~
Resident Engineer
~~[illegible]~~
Traffic Engineer
City and County Division

NOTED
V R JONES

R. D. Asburry
(signed)

Division Engineer
(title)

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: August 29, 1964

SECTION: Falls City (Bridge St.)

SECTION PREFIX: ~~Polk~~ 327-1713

HIGHWAY: City Street

COUNTY: Polk

NAME OF JOB: Falls City (Bridge St.)

KIND OF WORK: Stone Base and Paving

CONTRACTOR: Salem Road and Driveway Co.

CONTRACT NUMBER: 6460

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: August 1, 1964

ESTIMATED COMPLETION DATE: August 19, 1964

SPECIFIED WORK DAYS: Completion Time Limit - September 1, 1964

WORK DAYS USED:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

PERCENT OF TIME ELAPSED: 82%

PROJECT AUTHORIZATION: $ 18,618.75

ENGINEERING AUTHORIZATION: $ 1,324.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

EXCLUSIVE OF ENGINEERING: $ 17,294.75

ENGINEERING COST TO DATE: $ 1,875.93

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 16,654.72

PERCENT OF AUTHORIZATION: 141.8 %

ESTIMATED PERCENT: ~~OVERRUN~~ None UNDERRUN 3.7 %

DATE PROJECT WAS COMPLETED: August 19, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
None	None	None	None	100%	100%	None	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT 0.29					
MILES PARTIALLY COMPLETED					
MILES COMPLETED 0.29					
TOTAL ESTIMATED QUANTITIES (CONTRACT)		2,460 Cu.Yds.			680 Tons
TOTAL QUANTITIES CORRECTED TO DATE		2,432 " "			680 "
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		2,432 " "			680 "
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair		
MONDAY	Fair		
TUESDAY	Cloudy		
WEDNESDAY	Cloudy		
THURSDAY	Cloudy		
FRIDAY	Showers		
SATURDAY			

NOTED
JOHN R. C[illegible]
CONSTRUCTION DIVISION
AUG 31 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Contractor completed work on project, also cleanup and equipment removal on August 19, 1964.

Mr. Asburry made the final inspection August 21, 1964.

We will submit the semi-final estimate Tuesday next.

FINAL REPORT

SIGNED Duffy

ADDRESS P. O. Box 30, Salem, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
AUG 31 1964

FOR FILING

[illegible]

[illegible]

August 28, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 19 on Contract No. 6460. The contract was with Salem Road and Driveway Company and was for stone base and paving on the Falls City (Bridge Street) City Street Section in Polk County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 28, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

1964 SPCA

July 1, 1964

Mrs. Fay Wilson
City Recorder
City Hall
Falls City, Oregon

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
P. E. Aeusmeier

NOTED
R. H. PRANGE

Dear Mrs. Wilson:

Enclosed are real estate option files 36903-B and 36903-C.

These options are being returned for your records. A copy has been retained for our files.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. M. Allison
Field Engineer

NOTED
V. R. JONES

RMA:mm
Encl.

1964 Falls City C.I.
SPCH

File No. 36903-B

REAL ESTATE OPTION

Grantor Fred M. and Pauline V. Kochis Mail Address

Agent

Section Bridge Street ~~County Road~~ Falls City Street

Purpose Right of way Desc. Checked by HRS 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M. Polk County, Oregon, and being a portion of that property described in that certain deed to Fred M. Kochis and Pauline V. Kochis, recorded in Book 158, Page 222 of Polk County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Northwesterly side of the center line of Bridge Street as said Street has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No. 41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40

The parcel of land to which this description applies contains 50 square feet, more or less, outside of the existing right of way.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken,* and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($....................................) (of which $.................................... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this 2nd day of June, 1962

Witnesses: Fay Nelson

Fred M. Kochis X (SEAL)

Pauline V. Kochis (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. 36903-C

REAL ESTATE OPTION

Grantor Benere S. and Anna Mae Lamb Mail Address

B.L. ~~Anna Mae Lamb~~ Agent

Section Bridge Street Falls City Street

Purpose Right of way Desc. Checked by HRS 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Benere S. Lamb and Anna Mae Lamb, recorded in Book 181, Page 615 of Polk County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Southeasterly side of the center line of Bridge Street as said Street has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No. 41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40.

The parcel of land to which this description applies contains 130 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken,* and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($....................................) (of which $.................................... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

Cnty to move necessary fences

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this 27 day of May, 1964.

Witnesses:

Fay Nelson .... Bennie S Lamb (SEAL)

.... Anna Mae Lamb (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

RECEIVED
JUN 30 1964
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

7 1713

June 29, 1964

Salem Road and Driveway Company
P. O. Box 603
Salem, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6460 for the following project:

Stone base and paving on Falls City (Bridge Street) Section, city street in Polk County.

This award was based on your low bid of $16,400.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
JUN 29 1964

FOR FILING

327-1713

6460

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
June 19, 1964

Special City Allotment Agreement
Bridge Street
City of Falls City

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. R.M. Allison
Field Engineer

Attached is an executed copy of an agreement with the City of Falls City covering the Special City Allotment project on Bridge Street in Falls City.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Falls City, Oregon.

Secretary

rn
Attach: 1

6-15-64

RESOLUTION NO. 220

WHEREAS, the STATE OF OREGON, acting by and through its State Highway Commission, has caused to be prepared and submitted to the CITY OF Falls City an agreement providing for the improvement of Bridge Street and Vatselz Road

within the said City, by the terms of which agreement the State is to pay the costs not to exceed $20,000 and the City is to pay all costs in excess of $20,000 as its share of the total cost of such improvement; and

WHEREAS, said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Falls City ______ that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing resolution was duly adopted by the Council of the City of Falls City on the 15th day of June, 1964

Willard Dunaway
Mayor

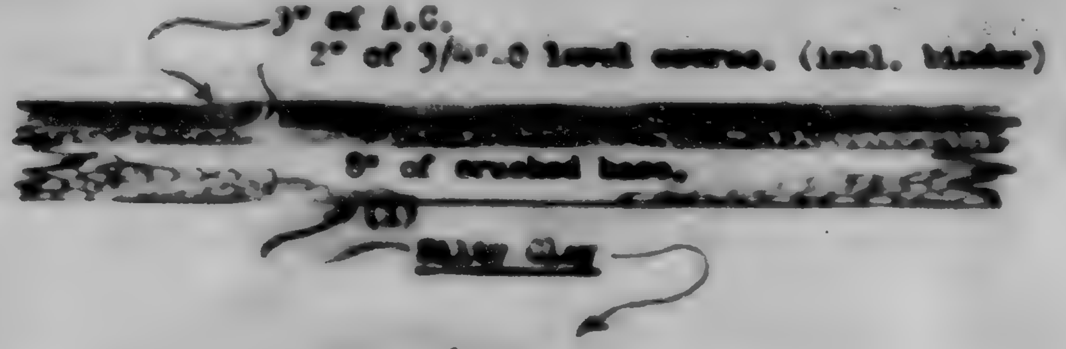
ATTEST: Fay Wilson
Recorder

[illegible] SECTION
PROJECT BASE DESIGN

Section BRIDGE STREET Highway CITY OF FALLS CITY County POLK Profile
Res. Engr. Approx. Length of Project 0.3 Miles. No. End Vine St. to So. End Chamberlain Date [illegible]

TYPICAL SECTIONS Traffic Classif. - MEDIUM (LOG AND LUMBER TRUCKS)

(1)
Typical Soil
47 LL
13 PI
71 % P200
1 % Gravel
12 % Coarse Sand
15 % Fine Sand
29 % Silt
43 % Clay
21 "R" Value
(Corrected)
AASHO CLASSIF. - A-7-5 (9)



NOTE:
PROPOSED SURFACING THICKNESS [illegible] [illegible] AT THE REQUEST OF [illegible] COUNTY-CITY.

Required Base & Surf. Crushed	Required Base & Surf. Not Crushed	Designed Base & Surf. Exist. Surf. Allow.	Designed Base & Surf. New Work	
			3	A.C.
			2	Level
			8	Cr. Base
13			13	

1-13-63

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer											

Submitted by
Recommended by [illegible]
Engineer of Materials
Recommended by
Construction Engineer
Approved
Deputy State Highway Engineer

NOTED
LLOYD P. SHAW

B.P.R.
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer
County-City (2)

PAVEMENT TYPE SELECTION

BRIDGE STREET SECTION
CITY OF FALL CITY
POLK COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM ADT (Present) 200 ADT (1980) 300 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)(LOG AND LUMBER TRUCKS)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual Rainfall 65"±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not a factor

11. Construction Considerations: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Municipal Preference is for A.C.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: Not a problem

CONCLUSION AND REMARKS:
Due to items 4, 5, and 12, an A.C. wearing surface was selected.

[illegible]

NOTED
R. H. PRANGE

NOTED
H. S. COX

May 18, 1964

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

Mrs. Fay Wilson
City Recorder
City Hall
Falls City, Oregon

Drg. # 10C-43-15
Special City Allotment Project
1964 Program
File 36903

NOTED
DON HARWELL

NOTED
V. R. JONES

Dear Mrs. Wilson:

Enclosed are four original option forms in triplicate covering right-of-way to be acquired in connection with the Bridge Street Section in Falls City. These option forms are numbered from 36903-A through 36903-D.

Map No. 10C-43-15 dated May 8, 1964, covering this area is also enclosed in triplicate.

Please return a signed or conformed copy of each option so that we can inform our engineers of the conditions, if any, on the transactions.

Very truly yours,

H. S. Cox
County and City Division Engineer

By

D N Harwell
D. N. Harwell
Office Engineer

Taken by Hand 5-18-64
Don

FORM E-30 50M 12-63

RECEIVED
MAY 13 1964
ENGINEER
COUNTY & CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

May 12, 1964

SUBJECT: OPTIONS
Bridge Street Section
Falls City Street
Polk County

To: Mr. H. S. Cox
County-City Engineer
Highway Building

Attached you will find 4 original option forms in quadruplet covering right of way to be acquired in connection with Bridge Street Section of Falls City Street in Polk County. We have adapted the County option form for these City acquisitions.

Please return a signed or conformed copy of each option to the State Highway Department, Right of Way Section so that we may inform the Engineers of the conditions, if any, on each option.

We are attaching 4 prints of map No. 10C-43-15 covering this area and bearing our date of May 8, 1964.

File No.	Name	Area
36903-A	Boise Cascade Corp.	0.02 Acre
36903-B	Fred M. Kochis, et ux	50 sq. ft.
36903-C	Benere S. Lamb, et ux	130 sq. ft.
36903-D	Helen Jane Lewis	50 sq. ft.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encs. 4 Options-4 Prints

cc: R. D. Asburry
E. J. Benner

File No. 36903-A

REAL ESTATE OPTION

Grantor Boise Cascade Corporation Mail Address

Agent

Section Bridge Street ~~County Road~~ Falls City Street

Purpose Right of way Desc. Checked by HES 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M. Polk County, Oregon; the said parcel being a strip of land extending from a line at right angles to the center line of relocated Bridge Street at Engineer's center line Station 13+67.69 to a line at right angles to said center line at Engineer's center line Station 15+51.36. Said strip of land being 30 feet in width lying on the Easterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No. 41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40.

The parcel of land to which this description applies contains 0.02 acre, outside of the existing right of way.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($.................................) (of which $.................................. is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this .... day of ...., 19........

Witnesses: .... (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. 36903-B

REAL ESTATE OPTION

Grantor Fred M. and Pauline V. Kochis Mail Address

Agent

Section Bridge Street ~~County Road~~ Falls City Street

Purpose Right of way Desc. Checked by HRS 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M. Polk County, Oregon, and being a portion of that property described in that certain deed to Fred M. Kochis and Pauline V. Kochis, recorded in Book 158, Page 222 of Polk County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Northwesterly side of the center line of Bridge Street as said Street has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No. 41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40

The parcel of land to which this description applies contains 50 square feet, more or less, outside of the existing right of way.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($....................................) (of which $.................................... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this .... day of ...., 19.........

Witnesses: .... (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. 36903-C

REAL ESTATE OPTION

Grantor Benere S. and Anna Mae Lamb Mail Address

Agent

Section Bridge Street ~~County Road~~ Falls City Street

Purpose Right of way Desc. Checked by HRS 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Benere S. Lamb and Anna Mae Lamb, recorded in Book 181, Page 615 of Polk County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Southeasterly side of the center line of Bridge Street as said Street has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No. 41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40.

The parcel of land to which this description applies contains 130 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken,* and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($..................................) (of which $.................................. is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this .... day of ...., 19........

Witnesses: .... (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. 36903-0

REAL ESTATE OPTION

Grantor Helen Jane Lewis Mail Address

Agent

Section Bridge Street ~~County Road~~ Falls City Street

Purpose Right of way Desc. Checked by MHS 5-6-64 10C-43-15

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Falls City ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the John Sheldon D.L.C. No. 41, Township 8 South, Range 6 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Helen Jane Lewis, recorded in Book 166, Page 21 of Polk County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Northerly side of the center line of Bridge Street as said Street has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 13+67.69, said Station being approximately 15 feet South and 2120 feet West of the Northeast corner of said John Sheldon D.L.C. No.41; thence on a 286.48 foot radius curve left (the long chord of which bears South 17° 34' West) 183.67 feet; thence South 0° 48' East, 687.61 feet; thence on a 179.05 foot radius curve right (the long chord of which bears South 45° 01' 45" West) 286.43 feet to Engineer's center line Station 25+25.40, at which Station the Westerly line of said strip of land lies at right angles to said center line.

The parcel of land to which this description applies contains 50 square feet, more or less, outside of the existing right of way.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Falls City. Where the name County is printed it shall mean City.

tk/mc

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($..................................) (of which $.................................... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this .... day of ...., 19........

Witnesses: .... (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

1964 opea.
falls City

WILLARD DUNAWAY
Mayor

FAY WILSON
Recorder

CITY OF FALLS CITY

FALLS CITY, OREGON

April 15, 1964

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

NOTED
DON H[illegible]ELL

State of Oregon,
State Highway Department,
Salem, Oregon

Attention: R. M. Allison
Field Engineer

Dear Mr. Allison:

The water commissioner informed me this morning that some of the survey stakes would be disturbed on Bridge Street between the railroad track and Hopkins Street. Before this project gets underway the city wants to replace a 4" water line with an 8" line. There are survey stakes on the west side of Bridge St.

We are wondering if this will pose a problem for your department, so felt the need of informing you. The water pipe is here and the city digger would like to begin the project about the first of next week. We have decided not to disturb the water line on the hill above the flat. I have talked with Mr. Duffy and the county surveyor and they both think the line will be all right where it is.

Very truly yours,

Fay Wilson
Recorder

RECEIVED
APR 16 1964
ENGINEER
COUNTY & CITY DIVISION

Called Art Duffy 4/16/64 Says ok
[illegible] informed Mrs. Wilson by phone
4/16/64 8:30 am [illegible]

1964 Apsa
Falls City

NOTED
H. S. COX

NOTED
R. M. ALLISON

March 20, 1964

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Mrs. Fay Wilson
City Recorder
City Hall
Falls City, Oregon

Dear Mrs. Wilson:

Your letter of March 17 is acknowledged.

The tentative letting date for the Falls City street project has been scheduled for July 14, 1964. However, the survey and design of the project have not been started but the necessary authorizations are now being processed.

As you know, the grading and drainage will be performed by the County and the grading plans will be supplied by the State. I would estimate that preliminary grading plans will be available by mid May and I would suggest that you then contact the county engineer, Mr. Walker, concerning the timing and possible relocation of the water line.

In any event, I will keep myself advised of the progress of the survey and will keep you informed of any probable changes on the scheduled letting date which will not be prior to July 14, 1964.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. M. Allison
Field Engineer

RMA:mm

WILLARD DUNAWAY
Mayor

FAY WILSON
Recorder

CITY OF FALLS CITY
FALLS CITY, OREGON

NOTED
[illegible]

NOTED
DON HARWELL

NOTED
R. M. ALLISON

March 17, 1964

State of Oregon,
State Highway Department,
Salem, Oregon.

Attention: R. M. Allison
Field Engineer

Dear Mr. Allison:

Last night we had a water board meeting, and the project on the Valsetz road was talked about. We are wondering about the schedule on doing the work so that we will have the water line out of the way. Also, we have been wanting to know whether we should relocate the water line on another street, or is there room on the bank for it? We have considered both plans.

Very truly yours,

Recorder

RECEIVED
MAR 19 1964
ENGINEER
COUNTY & CITY DIVISION

3 16 64

RECEIVED
MAR 18 1964

FOR FILING

327-1712

6400

Prefix No. 327-1417

LOCATION PROSPECTUS
BRIDGE STREET SECTION
CITY OF FALLS CITY
POLK COUNTY

STREET: Bridge Street, city of Falls City. Not on State or Federal Highway System.

LENGTH: 0.28 mile.

TERMINI: The northerly end is at the intersection of Vine and Bridge Streets. The southerly end is at the intersection of Chamberlain and Bridge Streets.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading, drainage and paving on existing alignment. Reconnaissance is not necessary. Soils investigations have been completed. This survey need not be tied to the Lambert Grid System. Polk County will perform the grading. This project is to be constructed with 1964 Special City Allotment Funds.

TYPICAL SECTION: Two 10-foot travel lanes with 4-foot shoulders.

BASE DESIGN: The approved base design for construction is:

Paving	3" A.C.
Top Course Base	2" Leveling
Bottom Course Base	8" Coarse Base
Total Depth	13"

MATERIALS: Adequate quantities are available from local commercial sources.

ADDITIONAL FACILITIES: The Southern Pacific Company's track crosses Bridge Street on Vine Street which is the north end of the survey. No major stream crossings.

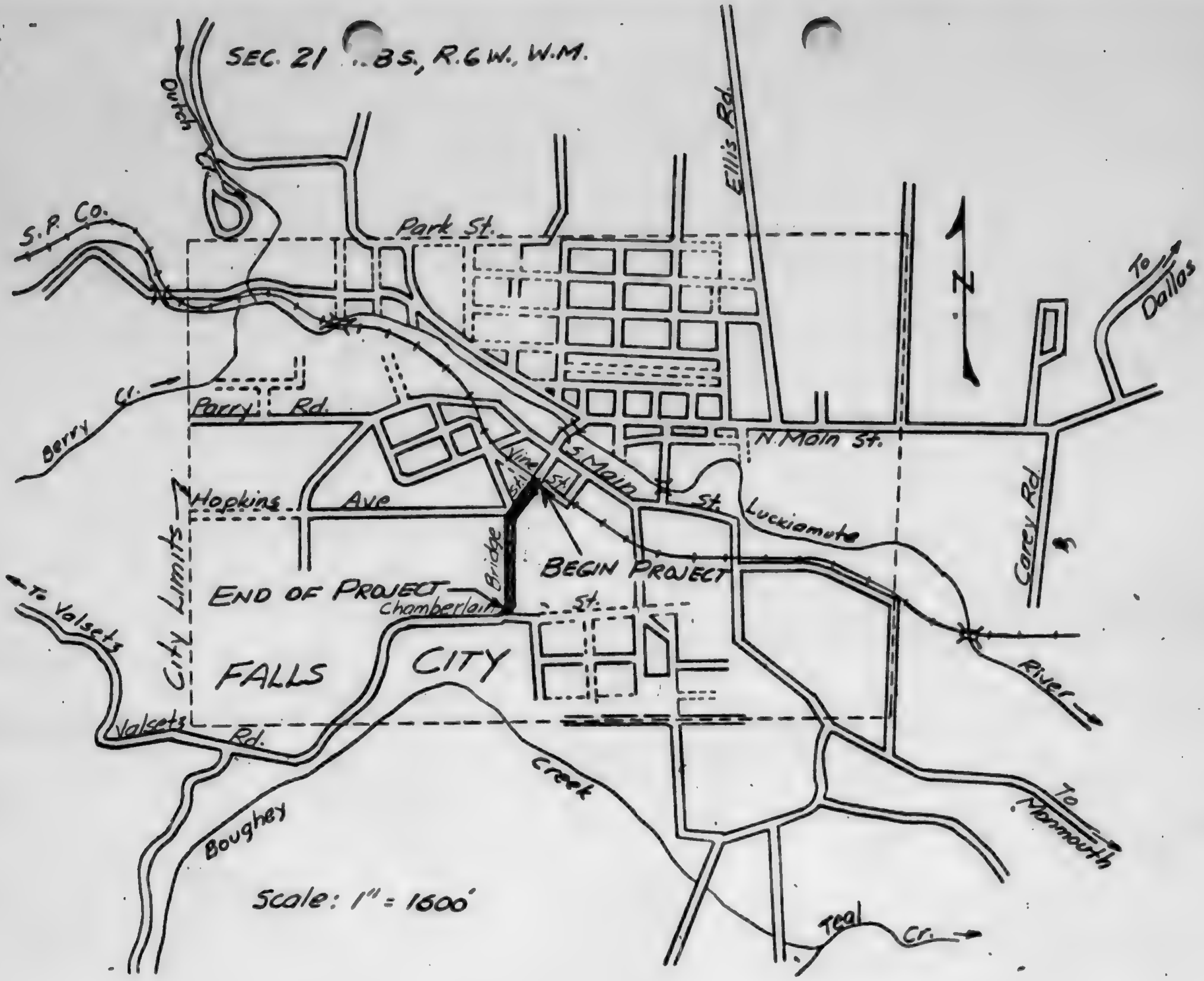
AGREEMENTS: Routine negotiations for a Special City Allotment project.

NOTED
TOM EDWARDS

March 16, 1964
Attachment

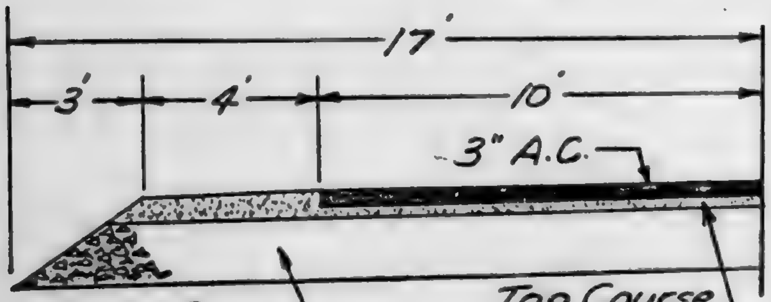
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
MAR 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER


SEC. 21 ..8S., R.6W., W.M.
Dutch
S.P. Co.
Park St.
Ellis Rd.
N
To Dallas
Berry Cr.
Parry Rd.
Vine St.
S. Main
St.
N. Main St.
Hopkins Ave
Luckiamute
Carey Rd.
Bridge
St.
BEGIN PROJECT
END OF PROJECT
Chamberlain St.
City Limits
FALLS CITY
To Valsets
Valsets Rd.
River
To Monmouth
Creek
Boughey
Teal Cr.

Scale: 1" = 1600'

TYPICAL HALF SECTION


17'
3'
4'
10'
3" A.C.
Bottom Course Base 8"
Top Course Base 2"

PROSPECTUS SKETCH MAP
IMPROVEMENT OF BRIDGE ST.
FALLS CITY
POLK COUNTY
Arthur Duffy Res. Eng'r.
March, 1964

opco
1964

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

January 31, 1964

Mrs. Fay Wilson
City Recorder
City Hall
Falls City, Oregon

Dear Mrs. Wilson:

On January 30, 1964, the State Highway Commission approved your request for a cooperative project on Bridge Street under the provisions of ORS 366.805.

This project was approved on the basis of the City paying all costs in excess of $20,000 and with the provision that Polk County will do the necessary grading on the street. It is planned to contract the project during the summer of 1964 and tentative arrangements with Polk County would be in order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

RMA:mm

WILLARD DUNAWAY
Mayor

FAY WILSON
Recorder

CITY OF FALLS CITY
FALLS CITY, OREGON

NOTED
P. B. Arensmeier

NOTED
[illegible]

NOTED
H. S. COX

NOTED
DON HARWELL

Nov. 29, 1963

NOTED
R. H. PRANGE

RECEIVED
DEC 2 1963
ENGINEER
COUNTY & CITY DIVISION

State Highway Department,
c/o R. M. Allison,
Salem, Oregon.

Dear Mr. Allison:

Your letter relative to the proposed project on Bridge Street came this morning. Falls City is prepared to pay the city share of this project and is most anxious that this project get state approval.

NOTED
R. M. ALLISON

Since talking with you I have contacted the property owners above Bridge street where the right-of-way narrows, and this can be arranged so that the additional property necessary can be taken from the left side. This would make it possible to make a better turn from Bridge Street. Mr. Richardson owns the biggest share of the property on toward the city limits and he isn't concerned about how much is used of his land. I talked with the County Judge, Cal Barnhart, and he stated the county is preparing to continue on up the road quite a way beyond the city limits. This would be a wonderful improvement to this entire area.

Also, our street commissioner has talked with Mr. Russell Henry in Dallas. He has a rock crusher and the city buys base rock from him cheaper than anywhere else. He stated he would furnish base rock on the job here at $2.35 per yard, and he was sure the rock would meet with the state requirements. I am not sure if you are interested in this. Mr. Henry said he would like to contract for the base rock for the project.

Very truly yours,

Fay Wilson
Recorder

[illegible]
[illegible]

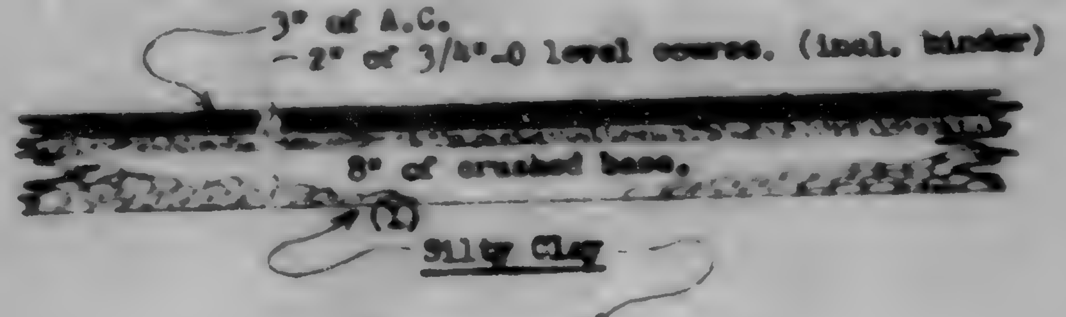
Bridge

RECEIVED
OCT 23 1963

Section [illegible] STREET
Highway City of Falls City
County POLK
Prefix
Date 6-12-63
Res. Engr.
Length of Project 0.2 Miles. N. End Vine St. to S. End Chamberlain

TYPICAL SECTIONS Traffic Classif. - MEDIUM (LOO AND LIGHTER TRUCKS)

NOTED
F. L. [illegible]



(1)
Typical Soil

47	LL
13	PI
72	% P200
1	% Gravel
12	% Coarse Sand
15	% Fine Sand
29	% Silt
43	% Clay
21	"R" Value (Corrected)

AASHO CLASSIF. - A-7-5 (9)

6-12-63

NOTE:
PROPOSED SURFACING THICKNESS DESIGN FURNISHED AT THE REQUEST OF H.C. AYERS COUNTY-CITY.

NOTED
R. H. PRANGE

Required Base & Surf.		Designed Base & Surf.		
Crushed	Not Crushed	Maint. Surf. Allow.	New Work	
			3	A.C.
			2	Level
			8	Cr. Base
13			13	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer											

Submitted by [illegible]

Recommended by H. S. Baker
494 Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

cc
B.P.R.
Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Scale Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

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OCT 23 1963

PAVEMENT TYPE SELECTION

BRIDGE-STREET SECTION
CITY OF FALL CITY
POLK COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM ADT (Present) 200 ADT (1980) 300 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)(LOG AND LUMBER TRUCKS)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual Rainfall 85"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6 Adjacent Existing Pavements: A.C. or Oil

7 Stage Construction: No problem

8 Depressed, Surface, or Elevated Design: Surface

9 Conservation of Aggregates: No problem

10. Stimulation of Competition: Not a factor

11 Construction Consideration: No problem

12 Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Municipal Preference is for A.C.

13 Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Prepared Paving Mixes: Not a problem

CONCLUSION AND REMARKS:
Due to items 4, 6, and 12, an A.C. wearing surface was selected.

WILLARD DUNAWAY
Mayor

FAY WILSON
Recorder

CITY OF FALLS CITY

FALLS CITY, OREGON

March 8, 1963

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

NOTED
R. M. ALLISON

RECEIVED
MAR 11 1963
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

NOTED
R. M. ALLISON

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. Harold Ayers

Dear Mr. Ayers:

Since you were here this week I had the opportunity of calling on Judge Barnhart and his Commissioner Allen Dunn regarding the project we feel we need on the Valsetz Road. Judge Barnhart stated that the county would be willing to help to get this section of road improved. Actually the road to the city limits is about the worst driving toward Valsetz.

Also, while I was there I requested that the Polk County Surveyor come out and establish the center of that road. He has done surveying in that area and said he could to it, and that he felt sure there was ample room for the road we talked about according to the maps. Mr. Howe will be out the first of this next week and establish the center of the road.

We are so interested and anxious for such a project. The county did not say just how much they would spend, but did promise that as soon as some estimate was made they would arrange for their portion.

I will get the forms you left prepared and returned to you.

Very truly yours,

Fay Wilson
Recorder

NOTED
V. R. JONES

RESOLUTION

2-4-63

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Falls City is an incorporated city of the State of Oregon and has a population of 803 as given by the latest official census; and

WHEREAS, the following streets of said city,

Bridge Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

Received 2-7-63

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Falls City does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Fay Wilson as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4th day of February, 1963

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

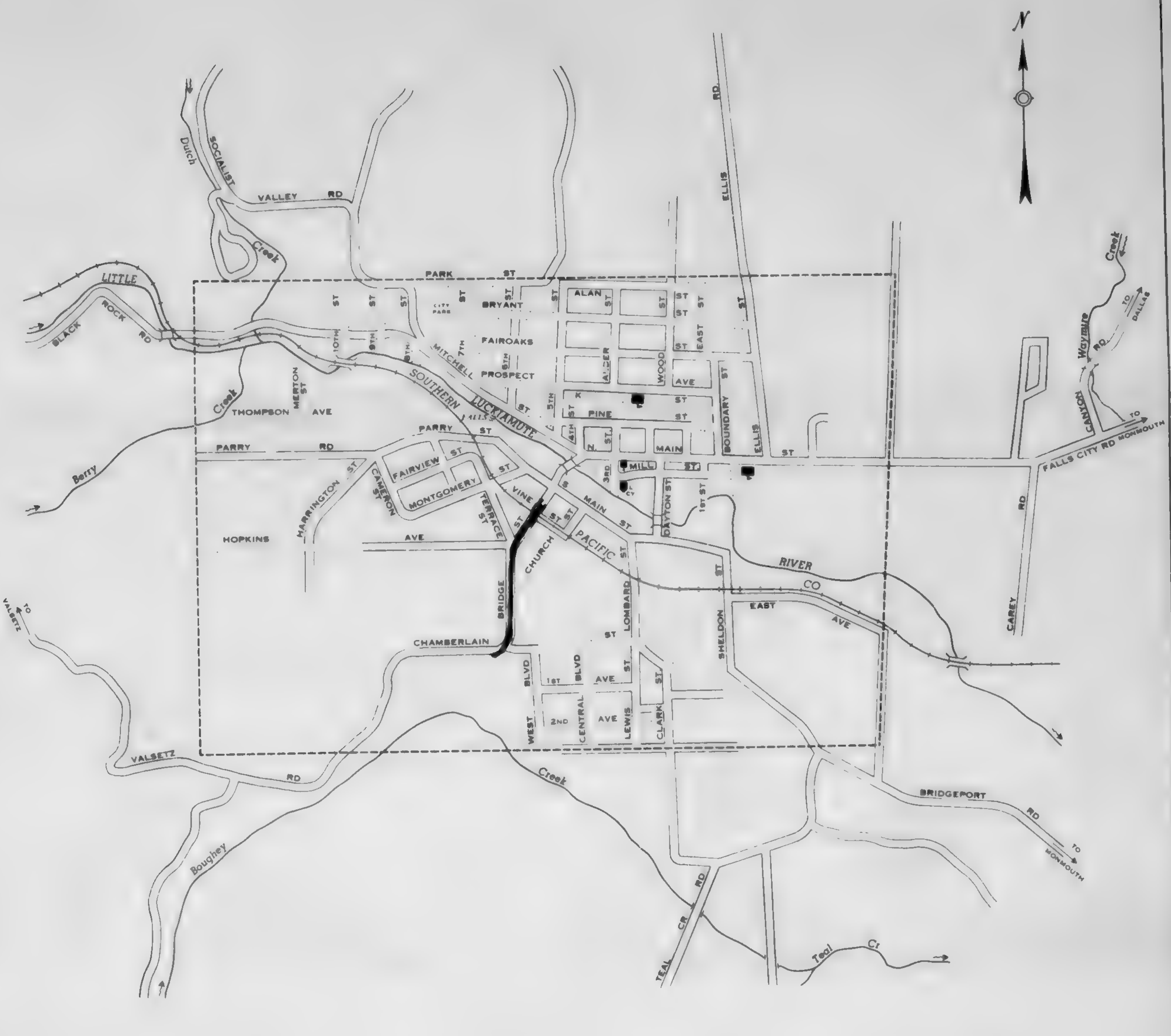
---- ------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Falls City at a regular or special meeting of said Council, held on the 4th day of February 1963 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 6th day of February, 1963.

Fay Wilson
City Recorder

cc-50 (1959 Rev.)


N
Dutch
SOCIALIST
VALLEY RD
Creek
LITTLE
BLACK ROCK RD
PARK ST
CITY PARK
BRYANT
ALAN ST
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
1ST ST
FAIROAKS
MITCHELL
PROSPECT
ALDER ST
WOOD ST
EAST ST
AVE
K ST
PINE ST
MAIN ST
MILL ST
BOUNDARY ST
ELLIS ST
ELLIS RD
SOUTHERN
LUCKIAMUTE
FALLS
PACIFIC
RIVER
CO
Creek
MERTON ST
THOMPSON AVE
Berry
PARRY ST
PARRY RD
FAIRVIEW ST
MONTGOMERY
CAMERON ST
HARRINGTON ST
TERRACE ST
VINE ST
S MAIN ST
ST
HOPKINS AVE
BRIDGE ST
CHURCH ST
DAYTON ST
LOMBARD ST
SHELDON ST
EAST AVE
CHAMBERLAIN ST
WEST BLVD
1ST BLVD AVE
2ND CENTRAL AVE
LEWIS ST
CLARK ST
TO VALSETZ
VALSETZ RD
Creek
Boughey
TEAL CR RD
Teal Cr
BRIDGEPORT RD
TO MONMOUTH
CAREY RD
CANYON RD
FALLS CITY RD
TO MONMOUTH
Waymire
Creek
TO DALLAS
RD

SIGNED ROUTES

INTERSTATE 5

U S 30

ORE

LEGEND

Post Office
School
R R Depot
Public Bldg.
CY – City Hall
CT Court House
A – Armory
L Library

Street open for travel
Street dedicated but not open.
--- City Limits

FALLS CITY

POLK COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 653

Scale in Feet

July 1, 1961

129-1079 Tillamook River-Tillamook 1964
Sec., Netarts Hwy. at Tillamook
#6461 (Paving)

DEC 31 1964

December 31, 1964

Great American Insurance Company
Pacific Northwest Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Gentlemen:

A post-final payment for $1,260.00 will be made to The United Contracting Company on Contract No. 6461 for paving the Tillamook River-Tillamook Section of the Netarts Secondary Highway in Tillamook County, as soon as the warrant is prepared.

The total amount paid on this contract will be $29,916.03, including the post-final payment. Of the total, $625.88 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc The United Contracting Co.
P. O. Box 7558
Portland, Oregon

Amerata and Company
329 S. W. 5th Avenue
Portland 4, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JAN 28 1965

FOR FILING

[illegible]

[illegible]

December 15, 1964

The United Contracting Company
P. O. Box 7558
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 15 considered your request for an extension from August 15, 1964, to September 17, 1964, to complete Contract No. 6461 for paving the Tillamook River-Tillamook Section of the Netarts Highway in Tillamook County.

After considering the recommendation of the Engineer and other available information, the Commission granted an extension of the completion date to September 10, 1964, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc
R. D. Asburry
John A. Bond
F. D. Morgan
L. H. Young
C. H. Maison

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1964

SUBJECT: Extension of Time
Tillamook River-Tillamook Section
Netarts Highway
Contract No. 6461

To:
Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from the United Contracting Company, contractor on the subject project, for an extension of the specified completion date from August 15, 1964 to September 17, 1964 without the assessment of liquidated damages.

The reason for the contractor's request is based on extra time required to perform work done by Price Agreement and delays caused by inclement and abnormal weather.

The work done by Price Agreement involved paving an additional 0.15 mile beyond the original project limits and paving road approaches. This work required four days to accomplish. The delay cited by the contractor, which was caused by bad weather, cannot be considered during the original life of the contract according to the specifications. However, after the original specified completion date, there were five days when the contractor was directed by the Engineer to stop work due to inclement weather. Due to the small quantity of rock required for this project, 220 cubic yards of 3/4"-0 and the aggregates for 2,700 tons of asphaltic concrete, it would not have been economical to move in a crushing plant. There is only one small commercial rock supplier in this area, Wyss and Vogt. This supplier was invited to bid on the production of maintenance paving aggregate three times before finally agreeing to provide this rock by Purchase Order on June 15, 1964. The subject contract was awarded June 26, 1964.

The commercial rock vendor was producing maintenance rock from June 25 to July 23, 1964 at which time it was thought that all maintenance materials were crushed. The supplier then crushed for the contract from July 23 to July 27, 1964 and from August 1 to August 12, 1964. At this time, it was determined that more maintenance rock needed to be produced and the supplier crushed maintenance rock from August 13 to August 27, 1964. From August 28 to September 8, 1964, the supplier crushed the final quantities for the contractor. Had the supplier crushed materials for the contract work instead of the maintenance material between August 13 and August 27, it is logical to assume that the contract would have been completed that much earlier or on September 3 instead of September 17. This amounts to 9 working days. As noted

NOTED
LLOYD P. SHAW

above, the small rock quantities required precluded the contractor's producing his own material and since the commercial supplier's work on maintenance material could not be controlled by the contractor, a 9 working day extension seems reasonable.

This project was completed on September 17, 1964. This constitutes 23 penalty days, amounting to $1,610.00 in liquidated damages.

If the completion date is extended for the reasons given above (18 working days), this will establish a new completion date of September 10, 1964. This still leaves 5 penalty days for which the contractor will be assessed $350.00. We recommend that the completion date be extended to September 10, 1964.

This is a State project and Bureau of Public Roads' concurrence is not required.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc L. H. Young
R. D. Asburry

E 320 (Rev.)—5M—8-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 14, 19 64

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from .... days to 23 days, within which to complete our Contract No. C-6461, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: In reply to your letter of Oct. 9, 1964 for a specific No of work days, we are requesting the full amount of 23 days. Extra work order-driveways & extensions of roadway 4 days, and 19 days due to abnormal weather, which delayed both rock production and plant production. We had anticipated some inclement weather in this section of the state, but nothing like this. Weather bureau records show that Sept. was the driest month since the previous April, and that in the month of August they had a record run off for the Wilson River. This whole weather pattern for the summer caused a chain reaction which adversely affected everyone concerned with this contract. So in summation we respectfully ask, that due to the unusual weather, that we be releived of the responsibility of being liable for any work day penalities on this contract.

Respectfully submitted,

THE UNITED CONTRACTING COMPANY
Contractor

By .... VICE PRESIDENT

CONSENT OF SURETY

Date October 14, 19 64

We, GREAT AMERICAN INSURANCE COMPANY

...., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

F. David Shipley
F. David Shipley, Attorney-in-fact

AMERATA AND COMPANY
F. David Shipley
Resident Agent

(SEAL)

RECEIVED
NOV 19 1964
OFFICE OF
DIVISION ENGINEER
DIVISION NO 2

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6461 Contractor United Contracting Company

Highway Netarts

Section Tillamook River-Tillamook Section

Kind of Work Paving [illegible]

It is recommended that the request for extension of the completion date within which to complete said contract be granted. The reasons for such recommendation are as follows: Extra paving done by Price Agreement, four days. ~~Wet weather after the specified completion date, five days.~~ Commercial rock suppliers slow progress in supplying aggregates, nine days. ~~Total 18 working days extension to September 10, 1964.~~ Stop work ordered by Engineer due to inclement weather, five days. Total 18 working days extension to September 10, 1964.

Recommended for Approval:

Division Engineer

asst
Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 6461

Project designation State
State-Federal

Date awarded [illegible], 1964

Work started July 23, 1964

Per cent completed project complete Sept. 17, 1964.
Date

Specified completion date:
~~No. of Workdays Allowed~~ August 15, 1964

~~No. of Workdays Used~~

Revised Completion Date Requested September 10, 1964
~~No. of Additional Workdays Requested~~

State Printing 27920

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FOR FILIN

December 4, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 4
December 15, 1964 Meeting

Gentlemen:

We have received a request for an extension of the specified completion date from The United Contracting Company, contractor on the Tillamook River-Tillamook Section of the Netarts Highway in Tillamook County, Contract No. 6461. The request is for an extension from August 15, 1964 to September 17, 1964, without the assessment of liquidated damages. The contractor's request is based on extra time required to perform extra paving work by Price Agreement and delays caused by abnormal weather.

The extra paving work done by Price Agreement involved paving an additional 0.15 mile of the highway beyond the original contract limits and paving road approaches throughout the project. This work required four days. The delay cited by the contractor due to inclement weather cannot be considered, according to the terms of the specifications. However, after the completion date, there were five days when the Resident Engineer directed the contractor to stop work due to inclement weather.

The small quantity of surfacing rock and aggregates for the asphaltic concrete required for this project precluded the contractor's producing his own material and there is only one commercial supplier in this area. Due to other commitments plus a low production rate, the materials for this project were produced at a slow rate. It is not unreasonable to assume that had the commercial supplier been able to furnish crushed materials at a reasonable rate, the contractor would have required nine less days to complete the project.

These reasons amount to a total of 18 days. Extending these 18 penalty days from the specified completion date will establish a new completion date of September 10, 1964, with five penalty days remaining.

We recommend that an extension of the completion date to September 10, 1964 be granted. This is a State project and was completed September 17, 1964.

This matter will be presented to you at the meeting on December 15.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

DES:fp bbc

RECEIVED
NOV 24 1964

FOR FILING

[illegible]

6461

November 24, 1964

Great American Insurance Co.,
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington

Gentlemen:

On October 30, 1964, we wrote to you concerning release of final payment on contract #6461, awarded to The United Contracting Co., for paving the Tillamook River-Tillamook Section of the Netarts Secondary Highway in Tillamook County.

Final payment on this contract is $1,152.35 and the total contract amount is $28,656.93, including $625.88 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Amereia & Co.,
329 SW 5th Avenue
Portland 4, Oregon

cc: The United Contracting Co.,
P. O. Box 7558
Portland, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
OCT 29 1964

6461

October 26, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 17 on Contract No. 6461. The contract was with The United Contracting Company and was for paving on the Tillamook River-Tillamook Section of the Netarts Highway in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 26, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

LPS:bbc

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER

WEEK ENDING: October 4, 1964

SECTION: Tillamook River- Tillamook

SECTION PREFIX: 129-1079

HIGHWAY: Netarts

COUNTY: Tillamook

NAME OF JOB

KIND OF WORK: Paving

CONTRACTOR: The United Contracting Co.

CONTRACT NUMBER: 6461

FEDERAL AID PROJECT NUMBER: (state)

DATE OF CONTRACT: 6/26/64

DATE WORK STARTED: July 23, 1964(crushing)

~~ESTIMATED~~ COMPLETION DATE: Sept. 17, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION:

SPECIFIED ~~WORK DAYS~~ completion: Aug. 15, 1964

WORK DAYS USED: 100% + 19 penalty

PERCENT OF TIME ELAPSED: -

PROJECT AUTHORIZATION: $ 32,790

EXCLUSIVE OF ENGINEERING: $ 30,459

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 30,742

ESTIMATED PERCENT: OVERRUN ~~UNDERRUN~~ . . . . . . 1 %

ENGINEERING AUTHORIZATION: $ 2,332

ENGINEERING COST TO DATE: $ 4,396

PERCENT OF AUTHORIZATION . . . . . 189 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

DATE PROJECT WAS COMPLETED: Sept. 17, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
					completed		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					0.80 + .15
MILES PARTIALLY COMPLETED					-
MILES COMPLETED					0.95
TOTAL ESTIMATED QUANTITIES (CONTRACT)					2,700 Ton
TOTAL QUANTITIES CORRECTED TO DATE					2,659
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					"
AVERAGE DAILY QUANTITIES					250
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					-
NUMBER OF SHIFTS PER DAY					0
HOURS PER SHIFT					0

EQUIPMENT USED DURING THE WEEK: None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			JOB IS COMPLETE
TUESDAY			
WEDNESDAY			
THURSDAY			D WE
FRIDAY			5
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Still have not received E.W.O. flagging bill from Contractor, so we are holding semi-final. Called Contractor's office & was advised that this bill will be submitted by Mon. Expect to submit semi-final soon thereafter- next week.

SIGNED John A. Bond

John A. Bond
Res. Engr.

ADDRESS P.O. Box 169, Tillamook

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

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JUN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

1-1079

6-11-1

June 29, 1964

The United Contracting Company
P. O. Box 7556
Portland, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964 awarded to you State Highway Contract No. 6461 for the following project:

Paving on the Tillamook River-Tillamook Section of Netarts Highway at Tillamook in Tillamook County.

This award was based on your low bid of $26,647.00 which was submitted to the Commission on June 24, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SI-C)

30-8331 Pendleton-Hilgard Rock Prod. 1964
Proj., Old Oregon Trail Hwy.
#6462 near Meacham

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DEC 14 1964
FOR FILING

December 14, 1964

United Pacific Insurance Company
Fidelity & Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

On December 3, 1964 we wrote to you concerning release of final payment on contract 6462, awarded to Arthur Simonsen & Co.,Inc., for rock production on the Pendleton-Hilgard Section of Old Oregon Trail Highway in Umatilla and Union Counties.

Final payment on this contract is $2,645.87 and the total contract amount is $88,195.67

No work was performed under force account.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc: Arthur Simonsen & Co. Inc.
3005 North Third Street
Baker, Oregon

cc: C.H. Maison
Attn: John Herr

RECEIVED
DEC 2 - 1964
FOR FILING

[illegible]

6462

December 1, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed November 6 on Contract No. 6462. The contract was with Arthur Simonsen & Co., Inc. and was for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail Highway in Umatilla and Union Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 1, 1964, and that you concur in this procedure at the Commission meeting on December 15.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

bbc

FINAL No. 17

FORM E-1 (REV. 5-60)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: November 13, 1964

SECTION: Pendleton - Hilgard

SECTION PREFIX: 30-8331

HIGHWAY: Old Oregon Trail

COUNTY: Unatilla & Union

NAME OF JOB: Pendleton - Hilgard

KIND OF WORK: Rock Production

CONTRACTOR: Arthur Simonsen & Co. Inc.

CONTRACT NUMBER: 6462

FEDERAL AID PROJECT NUMBER:

DATE OF CONTRACT: June 26, 1964

DATE WORK STARTED: July 23, 1964

COMPLETION DATE: Nov. 12, 1964 Including Cleanup.

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:

SPECIFIED WORK DAYS: 90

WORK DAYS USED: XX 71

PROJECT AUTHORIZATION: $ (98,493.75

ENGINEERING AUTHORIZATION: $ 7,004.00

PERCENT OF TIME ELAPSED: XXXXX 79 %

EXCLUSIVE OF ENGINEERING: $ 91,489.75

ENGINEERING COST TO DATE: $ 4,281.50

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 88,234.22

PERCENT OF AUTHORIZATION: 61 %

ESTIMATED PERCENT: UNDERRUN 3½ %

DATE PROJECT WAS COMPLETED: November 6, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
						100 %	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			41.22		
MILES PARTIALLY COMPLETED			41.22		
MILES COMPLETED			41.22		
TOTAL ESTIMATED QUANTITIES (CONTRACT)			20,000 CY.		
TOTAL QUANTITIES CORRECTED TO DATE			20,158.62 CY.		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			20,158.62 CY.		
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

NOTED
JOHN R. OAKES

	WEATHER	HOURS DELAY	Workdays charged	CAUSE OF DELAY
SUNDAY				
MONDAY	Cloudy-heavy showers P.M.		No	(Job completed)
TUESDAY	Overcast-chilly		No	" "
WEDNESDAY	Overcast-windy		No	
THURSDAY	4" snowfall last night.		No	
FRIDAY			No	
SATURDAY				

WE
5

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	--
MONDAY	Contractor dismantling the crushing plant and hauling it off the Job.
TUESDAY	Contractor dismantling the crushing plant and hauling it off the Job.
WEDNESDAY	Holiday.
THURSDAY Nov. 12, 1964	Contractor finished moving equipment off the job and cleaning up of the quarry site.
FRIDAY	
SATURDAY	

REMARKS

The Contractor worked Monday thru Thursday dismantling the plant, hauling it out, and cleaning up the quarry area. The last of the stockpiles were measured. The project is complete. Semi-Final estimate will be submitted next week.

SIGNED J C Fritt

ADDRESS La Grande

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUL 22 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 21, 1964

Arthur Simonsen & Co. Inc.,
1005 North 3rd Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #6462, awarded June 26, 1964, for the Pendleton-Hilgard Rock Production Project on the Old Oregon Trail in Umatilla-Union Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

336-1720 Struct., Grad. & Paving on Hawn Cr. Br. Sec., East Main St. in Carlton 1964
#6463

Spec. St. Iny Agr # 76

1964

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 84122

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	[illegible]		[illegible]

RECEIVED
MAR 24 1965
ENGINEER
COUNTY & CITY DIVISION

City of [illegible]
[illegible] Hall
[illegible], Oregon

Attn: [illegible], City [illegible]

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Special City [illegible] Street [illegible] Contract [illegible]. Covered by agreement dated January [illegible]			
[illegible]			
Final cost		[illegible]	
Agreed State Share		[illegible]	
Agreed City Share			[illegible]

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ ________________

By ________________

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6463 Prefix 336-1720 Survey Prefix 336-1413

Street East Main Street (Hawn Creek Bridge)

City Carlton

Payments to Contractor	$14,422.70
Engineering and Contingencies	3,465.30
Survey	2,133.65
TOTAL	$20,021.65
Agreed State Share	20,000.00
Agreed City Share	$ 21.65
City Advance Deposit	$ - -
BALANCE DUE FROM CITY	$ 21.65

Reference: Outside Billing cc 921

RU:mm

[illegible]
NOV 20 1964

6463

November 19, 1964

Oregon Automobile Insurance Co.,
501 Equitable Bldg.,
Portland 4
Oregon

Gentlemen:

On October 23, 1964, we wrote to you concerning release of final payment on contract #6463 awarded to Jack Squires, General Contractor, for structure-grading-paving on the Hawn Creek Bridge Section of East Main Street in Carlton, Yamhill County.

Final payment on this contract is $2,097.40 and the total contract amount is $14,422.70. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Oregon Automobile Insurance Co.,
Hagan-Hamilton Insurance
P. O. Box 117
McMinnville, Oregon

cc: Jack Squires, General Contractor
P. O. Box 495
McMinnville, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
OCT 23 1964

6463

October 21, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 16 on Contract No. 6463. The contract was with Jack Squires, General Contractor, and was for work on the Hawn Creek Bridge on East Main Street in Carlton in Yamhill County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 21, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
SEP 28 1964
FOR FILING

FORM E-30X—30M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 21, 1964

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

DEPARTMENT

Jack Squires, General Contractor, started work on Contract No. 6463, Hawn Creek Bridge on East Main Street in Carlton in Yamhill County on September 14, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: F.A. Query

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

1964 SPCA

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
P. B. Kreusmeier

July 1, 1964

Mrs. Lola Crites
City Recorder
City Hall
Carlton, Oregon

NOTED
R. H. PRANGE

Dear Mrs. Crites:

Enclosed are real estate option files 36815-A, B, C, and D as well as an executed slope easement on the H. S. Cummins property.

These options and the easement are being returned for your records. A copy has been retained for our files.

Very truly yours,

H. S. Cox
County and City Engineer

By

R. M. Allison
Field Engineer

NOTED
V. R. JONES

RMA:mm
Encl.

Copy [illegible]

File No. 36815 - A

1964 Co. Hw. File

SPCA

REAL ESTATE OPTION

Grantor Robert L. Cummins Mail Address

Agent

Section Hawn Creek Bridge County Road Carlton-Chehalem Cr.

Purpose R/W Desc. Checked by MHB 4-26-64 1R-3-1368

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of Yamhill County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67, Township 3 South, Range 4 West, W.M., Yamhill County, Oregon, and being a portion of that property described in that deed to Robert L. Cummins, recorded in Book 162, Page 340, of Yamhill County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the North side of the center line of the Carlton-Chehalem Creek County Road as said County Road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41+88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55+00. The North line of said strip of land crosses the East line of said property approximately opposite Engineer's center line Station 50+30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on North Side of Center Line
41+88.55		49+00	30
49+00		49+50	30 taper to 40
49+50		50+50	40
50+50		51+50	40 taper to 30

The parcel of land to which this description applies contains 0.02 acre, more or less, outside of the existing right of way.

mc/gm

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($.................................) (of which $................................ is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this 9 day of June, 1964

Witnesses:

Lala Crites

Robert Cummins (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. 36815-B

REAL ESTATE OPTION

Grantor City of Carlton

Mail Address

Agent

Section Hawn Creek Bridge

County Road Carlton-Chehalem Creek

Purpose R/W

Desc. Checked by RHB 4-28-64 1R-3-1368

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of Yamhill County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67, Township 3 South, Range 4 West, W.M., Yamhill County, Oregon, and being a portion of that property described in that deed to City of Carlton, recorded in Book 167, Page 154, of Yamhill County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the South side of the center line of the Carlton-Chehalem Creek County Road as said County Road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41+88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55+00. The South line of said strip of land crosses the East line of said property approximately opposite Engineer's center line Station 49+80.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on South Side of Center Line
47+00		49+10	30
49+10		49+50	30 taper to 40
49+50		50+50	40

The parcel of land to which this description applies contains 0.01 acre, more or less, outside of the existing right of way.

mc/jm

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($....................................) (of which $.................................... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this 11 day of May, 1964.

Witnesses:

Harry H Bloom

Harry A Mason

Meliz E Mason Mayor (SEAL)

Lala Crile Recorder (SEAL)

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

File No. [illegible]-C

REAL ESTATE OPTION

Grantor H. L. Cummins and Ethel Cummins Mail Address

(D.B. and Coreen K. Johnson Cont. Pur.) Agent

Section Hawn Creek Bridge County Road Carlton-Chehalem Cr.

Purpose R/W Desc. Checked by [illegible] 4-22-64 [illegible]

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of [illegible] County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67, Township 3 South, Range 4 West, W.M., Yamhill County, Oregon, and being a portion of that property described in that Contract to Don B. and Coreen K. Johnson, recorded in Book 15, Page 772, of Yamhill County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the North side of the center line of the Carlton-Chehalem Creek County Road as said County Road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41+88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55+00. The North line of said strip of land crosses the West line of said property approximately opposite Engineer's center line Station 50+30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on North Side of Center Line
49+50		50+50	40
50+50		51+50	40 taper to 30
51+50		55+00	30

The parcel of land to which this description applies contains 0.02 acre, more or less.

mc/gr

Purpose [illegible] Desc. Checked by [illegible]

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of [illegible] County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67, Township 3 South, Range 4 West, W.M., Yamhill County, Oregon, and being a portion of that property described in that Contract to Don B. and Coreen K. Johnson, recorded in Book 15, Page 772, of Yamhill County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the North side of the center line of the Carlton-Chehalem Creek County Road as said County Road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41+88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55+00. The North line of said strip of land crosses the West line of said property approximately opposite Engineer's center line Station 50+30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on North Side of Center Line
49+50		50+50	40
50+50		51+50	40 taper to 30
51+50		55+00	30

The parcel of land to which this description applies contains 0.02 acre, more or less.

mc/gm

ETHEL CUMMINS, husband and wife, and D. B. JOHNSON and C. JOHNSON, husband and wife, Grantors, for and in consideration of the sum of One Dollar and other valuable consideration to them paid, have granted and do hereby grant to the City of Carlton, by and through its City Council, a perpetual right and easement to construct, maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of a public street or highway and appurtenances, upon the following described premises, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67 Township 3 South, Range 4 West, W. M., Yamhill County, Oregon, and being a portion of that property described in contract to Don B. and Coreen K. Johnson recorded in Book 15, Page 772 of Yamhill County Records of Deeds, the said parcel being that portion of said property included in a strip of land variable in width lying on the North side of the center line of the Carlton-Chehalem Creek County Road as said county road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41 plus 88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55 plus 00. The North line of said strip of land crosses the West line of said property approximately opposite Engineer's center line Station 50 plus 30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on North Side of Center Line
49 plus 50		50 plus 50	40
50 plus 50		51 plus 50	40 taper to 30
51 plus 50		55	30

The parcel of land to which this description applies contains 0.02 acres, more or less, outside of the existing right of way.

It is expressly understood that this easement does not convey any right, title or interest to the surface of the soil, nor any other rights except those expressly stated in this easement, nor prevent Grantors from the full use and dominion thereover, provided, however, that such use shall not be permitted to damage or destroy lateral

36815-~~#~~C

ETHEL CUMMINS, husband and wife, and D. B. JOHNSON and C. JOHNSON, husband and wife, Grantors, for and in consideration of the sum of One Dollar and other valuable consideration to them paid, have granted and do hereby grant to the City of Carlton, by and through its City Council, a perpetual right and easement to construct, maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of a public street or highway and appurtenances, upon the following described premises, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67 Township 3 South, Range 4 West, W. M., Yamhill County, Oregon, and being a portion of that property described in contract to Don B. and Coreen K. Johnson recorded in Book 15, Page 772 of Yamhill County Records of Deeds, the said parcel being that portion of said property included in a strip of land variable in width lying on the North side of the center line of the Carlton-Chehalem Creek County Road as said county road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41 plus 88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55 plus 00. The North line of said strip of land crosses the West line of said property approximately opposite Engineer's center line Station 50 plus 30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on North Side of Center Line
49 plus 50		50 plus 50	40
50 plus 50		51 plus 50	40 taper to 30
51 plus 50		55	30

The parcel of land to which this description applies contains 0.02 acres, more or less, outside of the existing right of way.

It is expressly understood that this easement does not convey any right, interest to the surface of the soil, nor any other rights except those expressly support to the street and provided further that nothing herein contained shall grant to the City of Carlton, by and through its City Council, the right to excavate beneath existing buildings or deposit fill materials against existing buildings above the top of the foundations thereof, but it is understood and agreed that the City of Carlton shall never be required to remove the dirt or other materials placed by it upon said property, nor shall the City of Carlton be subject to any damages to the Grantors, their heirs and assigns, by reason thereof, or by reason of the slopes constructed thereon, or by reason of change of grade of the street or highway abutting on said property.

TO HAVE AND TO HOLD, the said easement unto the said City of Carlton, by and through its City Council, its successors and assigns forever.

And they, the said Grantors do hereby covenant to and with the City of Carlton, by and through its City Council, that they are the owners in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 17 day of June, 1964.

H. L. Cummins (SEAL)
H. L. Cummins

Ethel Cummins (SEAL)
Ethel Cummins

D. B. Johnson (SEAL)
D. B. Johnson

C. Johnson (SEAL)
C. Johnson

STATE OF OREGON)
County of Yamhill) ss.

June 17, 1964

Personally appeared the above named H. L. Cummins and Ethel Cummins,

the foregoing instrument to be their voluntary support to the street and provided further that nothing herein contained shall grant to the City of Carlton, by and through its City Council, the right to excavate beneath existing buildings or deposit fill materials against existing buildings above the top of the foundations thereof, but it is understood and agreed that the City of Carlton shall never be required to remove the dirt or other materials placed by it upon said property, nor shall the City of Carlton be subject to any damages to the Grantors, their heirs and assigns, by reason thereof, or by reason of the slopes constructed thereon, or by reason of change of grade of the street or highway abutting on said property.

TO HAVE AND TO HOLD, the said easement unto the said City of Carlton, by and through its City Council, its successors and assigns forever.

And they, the said Grantors do hereby covenant to and with the City of Carlton, by and through its City Council, that they are the owners in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 17 day of June, 1964.

H. L. Cummins (SEAL)
H. L. Cummins

Ethel Cummins (SEAL)
Ethel Cummins

D. B. Johnson (SEAL)
D. B. Johnson

C. Johnson (SEAL)
C. Johnson

STATE OF OREGON)
County of Yamhill) ss.

June 17, 1964

Personally appeared the above named H. L. Cummins and Ethel Cummins, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

Notary Public for Oregon
My Commission expires: Dec. 11-1965

STATE OF OREGON)
) ss.
County of Yamhill)

June 17, 1964

Personally appeared the above named D. B. Johnson and C. Johnson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Claude W. Summers
Notary Public for Oregon

My Commission expires: June 11-1968

File No. 36815 - D

REAL ESTATE OPTION

Grantor Edmond J. and Irene M. Schmidt Mail Address

Agent

Section Hawn Creek Bridge County Road Carlton-Chehalem Cr.

Purpose R/W Desc. Checked by MHB 4-28-64 12-3-1368

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of Yamhill County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the James Johnson D.L.C. #67, Township 3 South, Range 4 West, W.M., Yamhill County, Oregon, and being a portion of that property described in that deed to Edmond J. and Irene M. Schmidt, recorded in Book 144, Page 359, of Yamhill County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the South side of the center line of the Carlton-Chehalem Creek County Road as said County Road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 41+88.55, said Station being the intersection of the center lines of 5th Street and Carlton-Chehalem Creek County Road in Carlton, Oregon; thence South 89° 47' 20" East, 404.71 feet; thence South 86° 04' East, 906.74 feet to Engineer's center line Station 55+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on South Side of Center Line
49+50		50+50	40
50+50		51+00	40 taper to 30
51+00		55+00	30

EXCEPT therefrom that portion of said strip of land included in that property described in that deed to the City of Carlton, recorded in Book 167, Page 154 of Yamhill County Records of Deeds.

The parcel of land to which this description applies contains 0.02 acre, more or less, outside of the existing right of way.

mc/

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of .... DOLLARS

($..............................) (of which $.............................. is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this ......25...... day of ......May...................... 19.64

Ed. J. Schmidt .... (SEAL)

Witnesses:

Lala Crites ....

Irene M. Schmidt (SEAL)

Earl Pritchett ....

.... (SEAL)

.... (SEAL)

SCHEDULE OF MOVING WORK

Said County shall have the irrevocable right to elect to purchase under this option at any time within .... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing claims against the County, shall be paid the sum of .... DOLLARS ($..............................) (of which $.............................. is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.

Dated this 25 day of May 1964

Ed. J. Schmidt (SEAL)

Irene M. Schmidt (SEAL)

.... (SEAL)

.... (SEAL)

Witnesses:

Lola Crites

Earl Pritchett

SCHEDULE OF MOVING WORK

File No. ____________

PERMANENT SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That, ______________________________________

____

______________________________________, Grantor___, for the consideration of

the sum of ____ Dollars,

to them paid, have granted and do hereby grant to the ~~State of Oregon~~, by and through its ~~State Highway Commission~~, a perpetual right and easement to construct maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of a public street or highway and appurtenances, upon the following described premises, to wit:

(DESCRIPTION)

IT IS EXPRESSLY UNDERSTOOD that this easement does not convey any right, title or interest to the surface of the soil, nor any other rights except those expressly stated in this easement, nor prevent Grantors from the full use and dominion thereover, provided, however, that such use shall not be permitted to damage or destroy lateral support to the street and provided further that nothing herein contained shall grant to the City ~~State of Oregon~~, by and through its City Council ~~State Highway Commission~~, the right to excavate beneath existing buildings or deposit fill materials against existing buildings above the top of the foundations thereof, but it is understood and agreed that the ~~State of Oregon~~ shall never be required to remove the dirt or other materials placed by it upon said property, nor shall the City of Carlton ~~State of Oregon~~ be subject to any damages to the Grantors, their heirs and assigns, by reason thereof, or by reason of the slopes constructed thereon, or by reason of change of grade of the street or highway abutting on said property.

TO HAVE AND TO HOLD, the said easement unto the said City of Carlton ~~State of Oregon~~, by and through its ~~State Highway Commission~~ City Council, its successors and assigns forever.

And they, the said Grantors do hereby covenant to and with the City ~~State of Oregon~~, by and through its City Council ~~State Highway~~ Commission, that they the owners in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, they have hereunto set ________hand___ and seal___ this __________ day of ____________________, 19____.

________________________________(SEAL)

________________________________(SEAL)

NOT. ACK.

Notarize.

RECEIVED
JUN 30 1964
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1964

Jack Squires, General Contractor
P. O. Box 475
McMinnville
Oregon

Dear Sir:

The State Highway Commission on June 24, 1964, awarded to you State Highway Contract No. [illegible] for the following project:

> Structure-grading-paving on the Hawn Creek Bridge Section on East Main Street in Carlton, Yamhill County.

This award was based on your low bid of $14,794.00 which was submitted to the Commission on June 24, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

Form A-133-

REGON STATE HIGHWAY DEPARTME

Project Authorization and Record of Work Orders

NOTED
R. M. ALLISC

Section	Hawn Creek Bridge Bridge No. 11594A	**Contract No.**	6463 (BR)
Highway	East Main Street in Carlton	**F. A. Project No.**	State Project
County	Yamhill	**Job Prefix**	336-1720
Kind of Work	Structure, Grading and Paving	**Date of Award**	June 26, 1964
Contractor	Jack Squires, General Contractor, P. O. Box 495, McMinnville, Oregon	**Division Engineer**	A.E. Johnson
Specified Work Days	25	**Resident Engineer**	Warren Mueller

CONSTRUCTION AUTHORIZATION

IVED
JUL 14 1964
EER
DIVISION

Contract amount		$ 14,794.00
Additional anticipated Items	$	
NONE		
Subtotal		$ 14,794.00
Contingencies (4½%)		665.73
Construction Engineering (8%)		1,183.52
Subtotal		$ 16,643.25
Credit for maintenance rock		
Total original construction authorization		$ 16,643.25

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

State Printing

(Continued on reverse side)

NOTED
P. B. Arensmeier

June 26, 1964

Mrs. Lola Crites
City Recorder
City Hall
Carlton, Oregon

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Dear Mrs. Crites:

On June 24, the State Highway Commission opened bids on the Special City Allotment project on Main Street (Hawn Creek Bridge). The low bid was submitted by Jack Squires of McMinnville and the anticipated cost based on the bid is as follows:

Contractor's Bid	$14,794.00
Engineering & Contingencies, 12-1/2%	1,850.00
Survey	2,200.00
Anticipated Total Cost...............	$18,844.00

Very truly yours,

H. S. Cox
County and City Engineer

By

R M Allison
R. M. Allison
Field Engineer

RMA:mm

NOTED
V. R. JONES

RECEIVED
JUN 18 1964

FOR FILING
332-1720
646

[illegible]

Salem, Oregon
June 15, 1964

Special City Allotment Project
Hawn Creek Bridge
City of Carlton

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. R.M. Allison, Field Engineer
County & City Division

Attached is an executed copy of an agreement with the City of Carlton covering the Special City Allotment project on Main Street, bridge over Hawn Creek.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Carlton, Oregon.

Secretary

rn
Attach: 1

NOTED
R. M. ALLISON

C[illegible]lton (Hawn Cr. Br.)
Yamhill Co.

NOTED
DON [illegible]WELL

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Clearing and Grubbing	All Specified		500 -
Embankment in Place	590 cu.yd	1.50	885
Metal Guard Rail	250 lin. ft	3.00	750 -
Rail End Pieces	9 only	5.00	45
3/4"-0 Material in Base	60 cu. yd.	5.00	300
Coarse Crushed Material in Base	270 cu. yd	4.75	1282.50
Sprinkling	10 M. Gal	4.00	40 -
Class B Asphaltic Concrete	104 Ton.	12.50	1300 -
			5102.50

NOTED
R. H. PRANGE

RECEIVED
MAY 27 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
V R JONES

FORM E-30 80M 12-63 84676

RECEIVED
APR 29 1964
ENGINEER
COUNTY & CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
R. M. ALLISON

Salem, Oregon
April 30, 1964

SUBJECT: OPTIONS
Hawn Creek Bridge Section
Carlton-Chehalem Creek
Yamhill County

To: Mr. H. S. Cox
County-City Relations Engr.
Highway Building

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

Attached you will find 4 original option forms in quadruplet covering right of way to be acquired in connection with Hawn Creek Bridge Section, Carlton-Chehalem Creek County Road in Yamhill County. This contract is scheduled for letting on June 23, 1964.

We are attaching 4 prints of map No. 1R-3-1368 covering this area and bearing our date of April 29, 1964.

Please return a signed or conformed copy of each option to this office so that we may inform the Engineer of the conditions, if any, on each transaction.

File No.	Name	Area
36815-A	Robert L. Cummins	0.02 Acre
36815-B	City of Carlton	0.01 "
36815-C	H. L. Cummins, et al	0.02 "
36815-D	Edmond J. Schmidt, et ux	0.02 "

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MC:jm
encs. 4 Options-4 prints

cc: A. E. Johnson
John K. Scott

Delivered by hand to Recorder 5/1/64
RMAllison

RECEIVED
FEB 27 1964

FOR FILING
336-172
1
6463

2 21-64

Prefix No. 336-1413

LOCATION PROSPECTUS
HAWN CREEK BRIDGE SECTION
CITY OF CARLTON
YAMHILL COUNTY

STREET: Main Street bridge replacement, city of Carlton; not on State or Federal-aid Highway system.

TERMINI: Bridge over Hawn Creek located approximately 0.42 mile easterly of the intersection of Main Street and the Tualatin Valley Highway.

LENGTH: Approximately 250 feet.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for bridge replacement and approach reconstruction. Yamhill County will construct embankment for approaches. Soils and foundation investigations will be conducted. This project is to be constructed with 1964 Special City Allotment funds.

TYPICAL SECTION: The tentative design for bridge approaches will be two 11-foot lanes with 4-foot shoulders.

BASE DESIGN: Approved base design for bridge approach construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Leveling
Bottom Course Base	12 "	Coarse Base
Total Depth	15-1/4"	

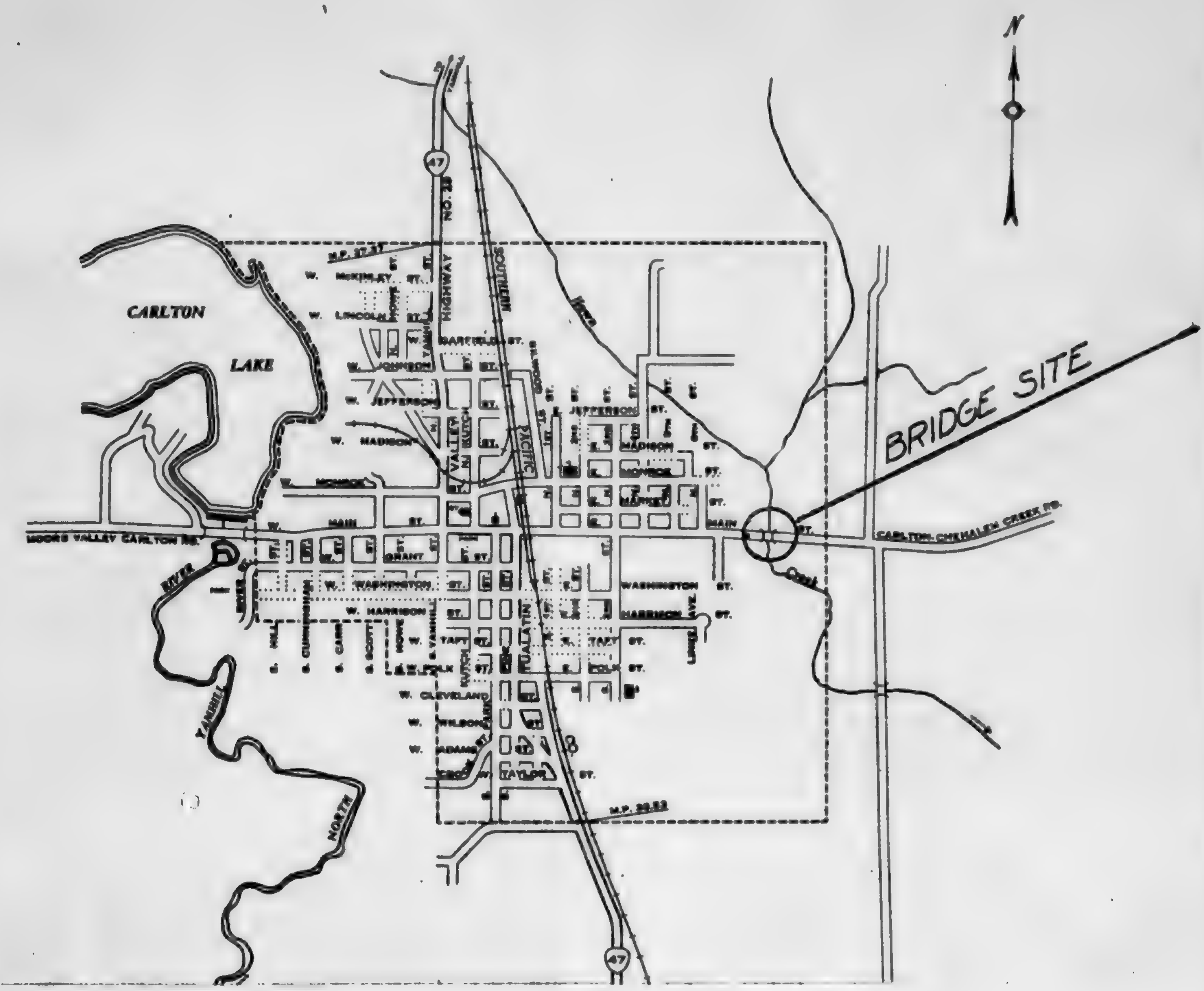
BRIDGE: 28-foot horizontal clearance with a 5-foot sidewalk on the north or upstream side. Existing structure is to be removed. The road may be closed during construction by using other roads and streets as a detour.

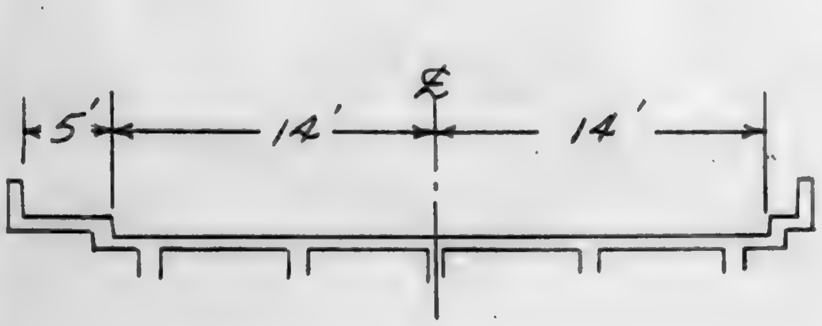
ADDITIONAL FACILITIES: The City of Carlton will make all adjustments for utilities affected. There are no railroad crossings.

AGREEMENTS: Routine negotiations for a Special City Allotment Project.
PARKS: None affected.

February 21, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. E. Johnson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
TOM EDW[illegible]


N
CARLTON
LAKE
BRIDGE SITE
MOORS VALLEY CARLTON RD.
CARLTON-CHEHALEM CREEK RD.
HIGHWAY NO. 33
47
SOUTHERN
PACIFIC
M.P. 27.37
M.P. 30.53
W. MCKINLEY ST.
W. LINCOLN ST.
GARFIELD ST.
W. JOHNSON ST.
W. JEFFERSON ST.
E. JEFFERSON ST.
W. MADISON ST.
E. MADISON ST.
W. MONROE ST.
E. MONROE ST.
E. MARKET ST.
W. MAIN ST.
MAIN ST.
GRANT ST.
W. WASHINGTON ST.
WASHINGTON ST.
W. HARRISON ST.
HARRISON ST.
W. TAFT ST.
TAFT ST.
W. POLK ST.
E. POLK ST.
W. CLEVELAND
W. WILSON
W. ADAMS
W. TAYLOR ST.
VALLEY
N. KUTCH
YAMHILL
TUALATIN
LINKE AVE.
CUNNINGHAM
SCOTT
YAMHILL
NORTH
RIVER



PROSPECTUS MAP

HAWN CREEK BRIDGE
CITY OF CARLTON
YAMHILL COUNTY

Scale 1" = 1600' 1964

1964 opea

NOTED
[illegible]

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

NOTED
DON HARWELL

January 31, 1964

Mrs. Lola Crites
City Recorder
City Hall
Carlton, Oregon

Dear Mrs. Crites:

On January 30, 1964, the State Highway Commission approved the City's request for a cooperative construction project on the Hawn Creek Bridge under provisions of ORS 366.805.

The project was approved on the basis of the City paying all costs in excess of $20,000 and Washington County providing fill for approaches. The project will be contracted in the summer of 1964 with due regard to your requirements for use of the structure during the harvest season and the existing condition of the bridge.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

RMA:mm

CITY OF CARLTON
YAMHILL COUNTY
CARLTON, OREGON

Office Of The Recorder

NOTED
R. M. ALLISON

NOTED
DON HARWELL

RECEIVED
JAN 16 1964
ENGINEER
COUNTY & CITY DIVISION

January 14,1964

Mr. R. M. Allison
State Engineer
Salem, Oregon

Dear Sir:

Mr Jacobs, county engineer of McMinnville, inspected Hawn Creek Bridge in East Carlton.

He found the majority of the stringers rotten, by boreing into the wood. So we have been forced to put a ten ton load limit on the Bridge. We thought the State should be aware of this condition. Is their a possibility that we could receive help any faster. We would appreciate hearing from you as soon as possible.

Very truly yours,

Lola Crites
City Recorder

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
P. B. Arensmeier

MEMO TO FILES, 12/31/63

CITY OF CARLTON
BRIDGE OVER HAWN CREEK

The undersigned attended a special Council meeting in Carlton on December 30, 1963. The subject under discussion was the cost of construction of subject bridge.

Present were the recorder and all members of the City Council. The mayor was absent. Also present were Commissioner Teegarden of Yamhill County and Mr. Glen Jacob, County Engineer.

The city is understandably concerned about the cost of $23,000 quoted by this office. This cost includes $19,000 for the bridge and $4,000 for the approaches.

The county appeared reluctant to make any commitment concerning construction of the approaches. County did, however, promise to provide the necessary fill and to properly compact it. In this instance, the additional fill is considerable and should effectively reduce the cost of the approaches.

City and county agreed to a detour of traffic during the period of construction but requested that the new bridge be in place prior to July 15, 1964, or not built until after September 15, 1964, in order to accommodate the harvest season. Other traffic including mail and school buses is not a factor.

Council members were unanimous in recommending a sidewalk on one side only. Pedestrian traffic does not seem to justify two sidewalks. With this change, it might be possible to build a 28' bridge with a 3-1/2' walk on one side, thus conforming with current policy for bridges on FAS-C routes.

Carlton badly needs a new bridge but, as with so many small cities, is not capable of picking up a large tab for costs in excess of $20,000.

RM Allison
R. M. Allison, Field Engineer
County and City Division

RMA:mm

cc: Ivan Merchant
A. E. Johnson

CITY OF CARLTON
YAMHILL COUNTY
CARLTON, OREGON

Office Of The Recorder

NOTED
R. M. ALLISON

December 31,1963

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Mr. R. M. Allison
Field Engineer
State of Oregon
Salem,Oregon

Dear Sir:

In response to your attending our council meeting December 30, and giving us information on the structure of the Hawn Creek Bridge, the cost and soforth. The City Council will agree to pay the expense over the $20,000.00 which the State will assume.

We also want to recognize the fact,should the Bids be 10% in excess of the $23,000.00 we will be consulted. And that the Bridge would not be under construction between July 15, and September 15, due to the harvest season.

Very truly yours,

Iola V. Estes
City Recorder

NOTED
V. R. JONES

RECEIVED
JAN 2 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED DEC 24 1963

FOR FILING

6463

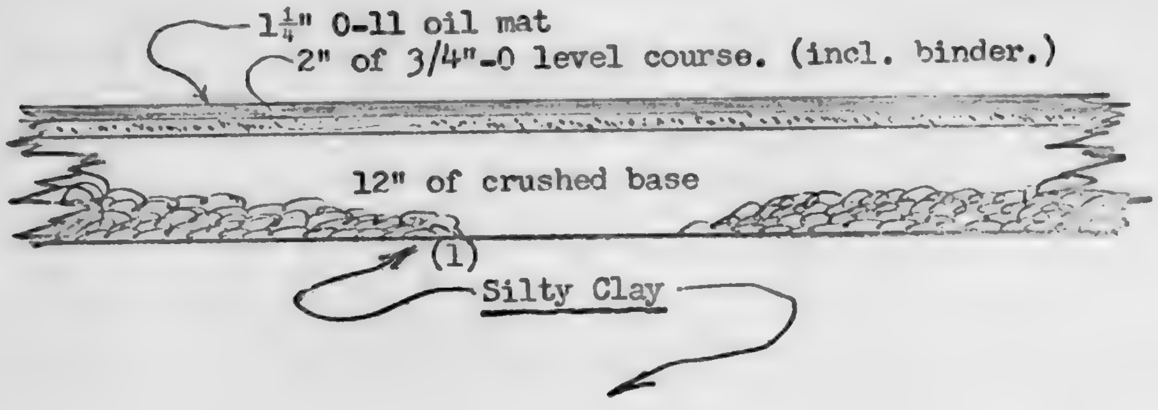
336-1/22

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section HAWN CREEK BRIDGE Highway CITY OF CARLTON County YAMHILL Prefix

Res. Engr. Length of Project Miles. Sta. to Sta. Date 12-10-63

TYPICAL SECTIONS Traffic Classif. - MEDIUM



Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			1¼ 2 12	0-11 Level Cr Base
15			15¼	

(1)
Typical Soil

34	LL
11	PI
100	% P10
96	% P200
0	% Gravel
1	% C Sand
3	% F Sand
49	% Silt
47	% Clay
10	"R" Value (Corrected)

AASHO CLASSIF. - A-6 (9)

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by
Staff Assistant

Recommended by G. L. Decker
Asst Construction Engineer

Recommended by
Engineer of Materials

Approved by Lloyd P. Lane
ASSISTANT ~~Deputy~~ State Highway Engineer

cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

6

PAVEMENT TYPE SELECTION

HAWN CREEK BRIDGE SECTION
CITY OF CARLTON
YAMHILL COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM Present ADT 610 1980 ADT 915 % Heavy Vehicles 5
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual ~~Rainfall~~ Precipitation 43"±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil or A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an O-11 oil mat was selected.

FORM E-30 50M 2-63 49607

S. COX

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1963

RECEIVED
OCT 30 1963
ENGINEER
COUNTY & CITY DIVISION

SUBJECT: Special City Allotment
City of Carlton
Hawn Creek Bridge
Bridge No. 11594

To: Mr. H. S. Cox
County/City Engineer

OFFICE

Attention: Mr. R. M. Allison

NOTED
[illegible]

NOTED
R. M. ALLISON

Copy retained
will take action

NOTED
R. H. PRANGE

Your letter of August 26 requests the Bridge Division to make an inspection of the Hawn Creek Bridge in Carlton.

This inspection has been made and I am attaching a copy of the report to me from Mr. L. R. Allen. This report is dated October 21, 1963.

As noted from this report and timber borings made by this Department, the bridge is in poor shape and should be replaced, although as noted, it would probably carry traffic for the coming year.

I take exception to Mr. Allen's statement on the reconstruction of this bridge in that nothing is known of the construction of the existing abutments and unless and until an extensive investigation of these abutments were made, it would not be safe to assume that they could carry the additional load of a concrete superstructure. If and when a decision is made to replace this structure, the abutments will be investigated to see if they could be reused. In this instance I believe a center bent would be required, making two spans with approximately 18' clear openings. If the abutments are not capable of reuse, a structure on pile bents approximately 54' long would be required, and with 26' roadway and two 5' sidewalks, would cost approximately $19,000 which figure includes 18% for engineering and contingencies.

Please advise if there is anything further that you desire on this subject at this time.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

NOTED
V R [illegible]

FORM E-30 SOM 3-55 49607

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 21, 1963

SUBJECT: Bridge over Hawn Creek
Bridge No. 11594
City of Carlton

To: Mr. Ivan D. Merchant
Bridge Engineer
OFFICE

NOTED
DON HARWELL

L

Reference is made to the letter of August 26, 1963 from County and City Relations requesting an inspection of the above bridge.

I made an inspection of this bridge on September 13, 1963 and with only the use of a rock hammer found considerable evidence of rot in the stringers. To get a better picture I asked Andy Aronson to make some borings, which are very enlightening.

This bridge needs replacement. It is very narrow and the timbers are badly decayed as is shown by the enclosed boring sketch and also Bent 1 is undermined. Also, the deck borings show some rot and will need replacement before too long.

In its present condition it could probably still last a year or so or more as I have seen worse, but something is going to have to be done before long.

For replacement consideration I would suggest investigating the use of voided prestress slabs using the existing abutments and spanning abutment to abutment. Extend out the existing abutments on each side and pour a cutoff wall at the front edge of the old wall footings and fill in with concrete under the Bent 1 footing where it is undermined.

L. R. Allen
L. R. Allen
Bridge Construction Engineer

LRA/mm

Enclosure

19,000 replacement cost for 26' rdwy + 2-5'
sw. and 54' length.

RESOLUTION

6-13-63

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Carlton is an incorporated city of the State of Oregon and has a population of 1061 as given by the latest official census; and

WHEREAS, the following streets of said city, Our first choice is to have the Bridge on East Main street repaired. Our second choice is to have South Pine street from the intersection of West Washington out to the Intersection of West Taylor and South Highway street.

RECEIVED
JUN 18 1963
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

RECEIVED
JUN 17 1963
TRAFFIC ENGINEERING

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Carlton does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Harry Bloom as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 10 day of June, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

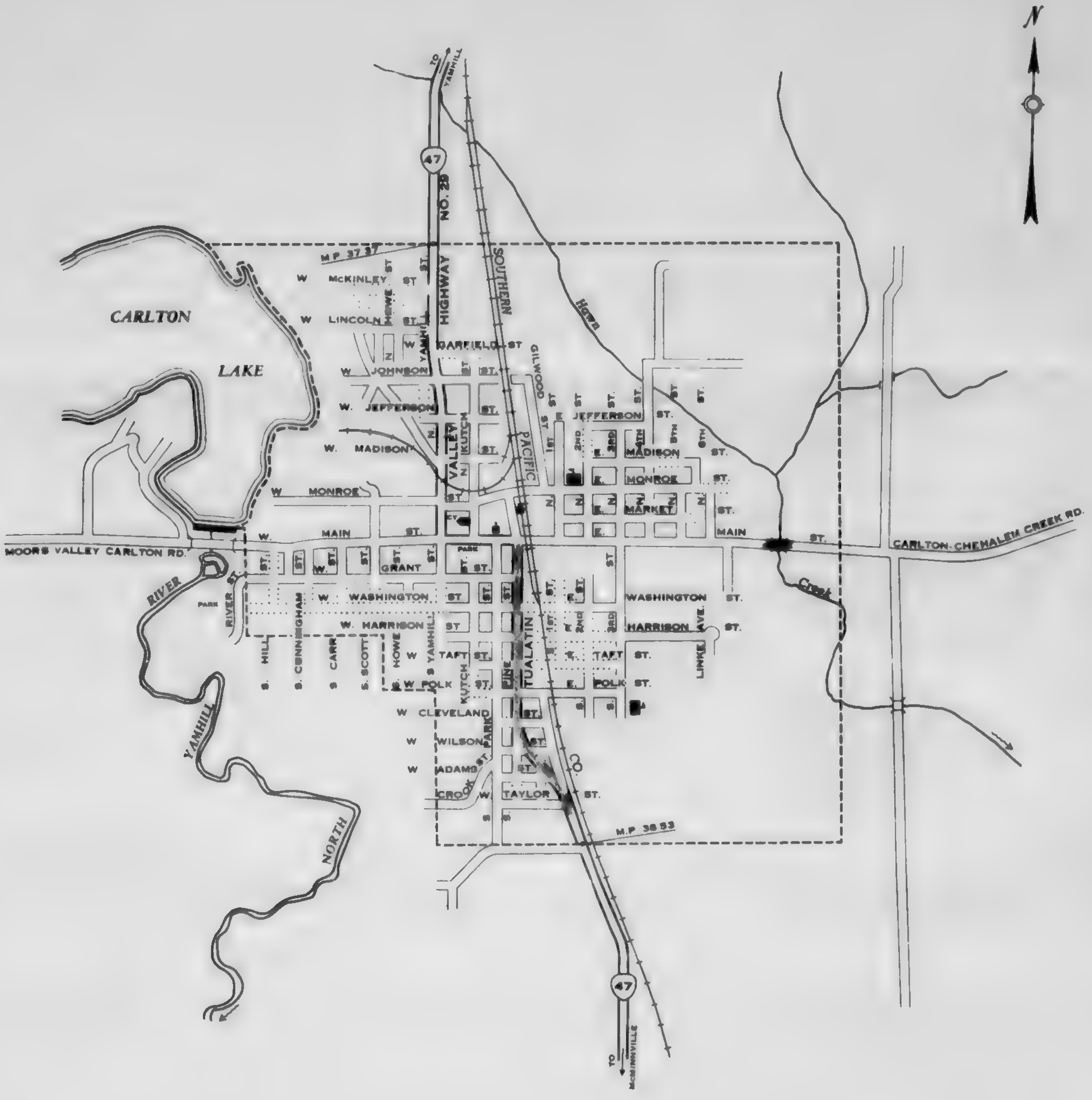
---- ------------ -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Carlton at a regular or special meeting of said Council, held on the 10 day of June, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 13 day of June, 1963.

Lola Crites
City Recorder

RECEIVED
JUN 17 1963
TRAFFIC ENGINEERING


N
TO YAMHILL
47
HIGHWAY NO. 29
VALLEY
SOUTHERN PACIFIC
M.P. 37.37
CARLTON LAKE
W McKINLEY ST.
W LINCOLN ST.
HOWE ST.
YAMHILL ST.
GARFIELD ST.
W JOHNSON ST.
W JEFFERSON
W. MADISON
N KUTCH ST.
GILWOOD
1st ST.
2nd ST.
3rd ST.
4th ST.
5th ST.
6th ST.
E. JEFFERSON ST.
E. MADISON ST.
E. MONROE ST.
E. MARKET ST.
W MONROE
W. MAIN ST.
MAIN ST.
MOORS VALLEY CARLTON RD.
CARLTON-CHEHALEM CREEK RD.
Hawn
Creek
PARK
GRANT ST.
RIVER ST.
W. WASHINGTON ST.
WASHINGTON ST.
W. HARRISON ST.
HARRISON ST.
S. HILL
S. CUNNINGHAM
S. CARR
S. SCOTT
S. HOWE
S. YAMHILL
TAFT ST.
S. W. POLK ST.
E. TAFT ST.
E. POLK ST.
LINKE AVE.
PINE
TUALATIN
KUTCH
PARK
W CLEVELAND ST.
W WILSON ST.
W ADAMS ST.
CROOK ST.
W. TAYLOR ST.
M.P. 38.53
YAMHILL RIVER
NORTH
47
TO McMINNVILLE

SIGNED ROUTES

INTERSTATE 5
U.S. 30
ORE. 22

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - CY – City Hall
  - CT – Court House
  - A – Armory
  - L – Library
- Street open for travel.
- Street dedicated but not open.
- City Limits.

CARLTON

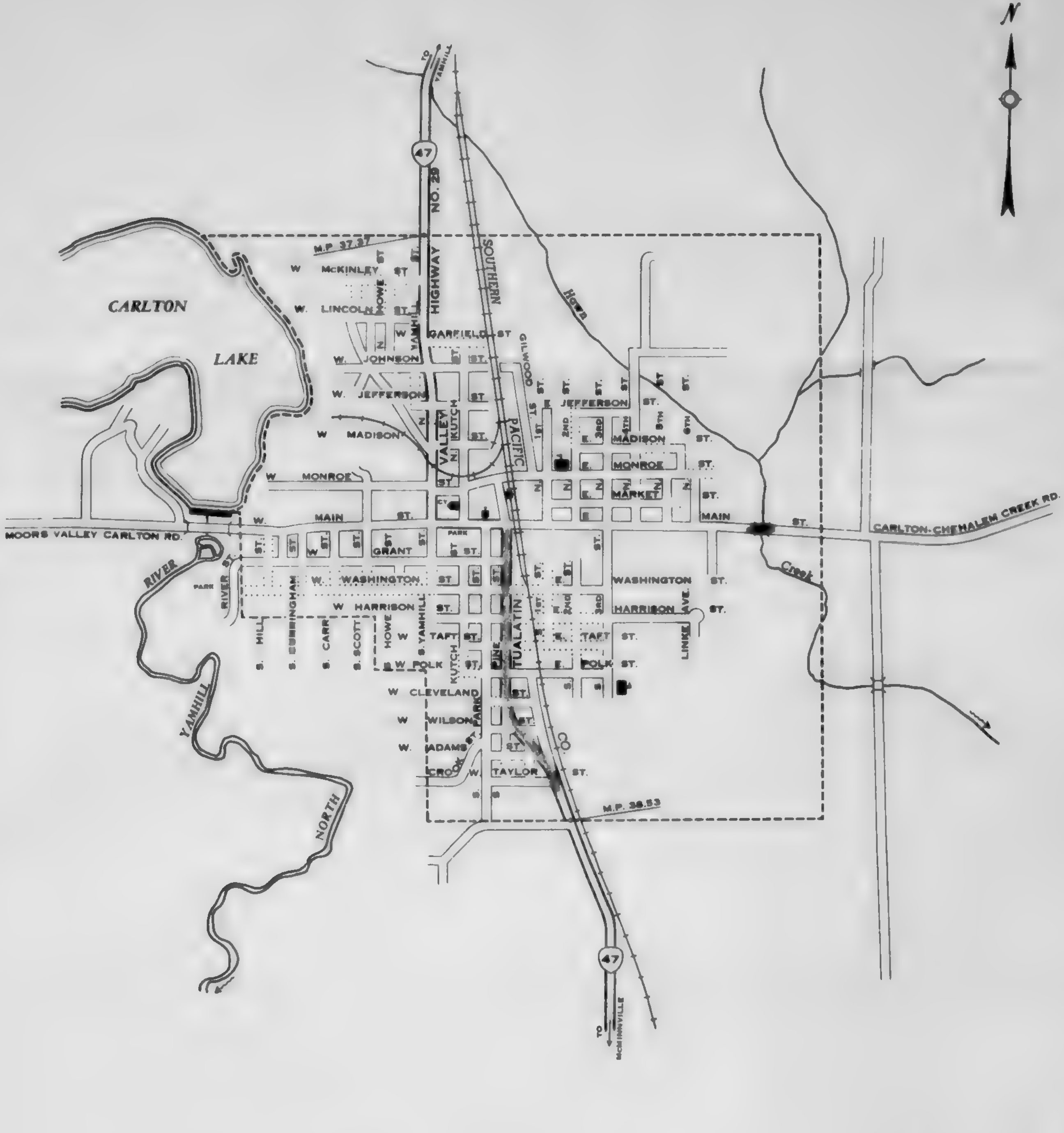
YAMHILL COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 989

Scale in Feet

January 1, 1961


N
TO YAMHILL
47
HIGHWAY NO. 29
SOUTHERN PACIFIC
M.P. 37.37
W McKINLEY ST
W LINCOLN ST
GARFIELD ST
W JOHNSON
W JEFFERSON
JEFFERSON ST.
W MADISON
MADISON ST.
W MONROE
MONROE ST.
MARKET ST.
W MAIN ST.
MAIN ST.
GRANT ST.
W WASHINGTON ST.
WASHINGTON ST.
W HARRISON ST.
HARRISON ST.
TAFT ST.
W POLK ST.
POLK ST.
W CLEVELAND ST.
W WILSON
W ADAMS ST.
W TAYLOR ST.
CROOK
HOWE ST
YAMHILL
VALLEY
KUTCH
GILWOOD
TUALATIN
PINE
PARK
1ST
2ND
3RD
4TH
5TH
6TH
LINKE AVE.
CARLTON LAKE
MOORS VALLEY CARLTON RD.
RIVER ST.
S. HILL
S. CUNNINGHAM
S. CARR
S. SCOTT
YAMHILL RIVER
NORTH
Hawn Creek
CARLTON-CHEHALEM CREEK RD.
M.P. 38.53
TO McMINNVILLE
SIGNED ROUTES
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Post Office
School
R. R. Depot
Public Bldg.
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CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.

CARLTON

YAMHILL COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 989

Scale in Feet

January 1, 1961

S-195(3) Camp Cr. Sec., FAS 608, S. 1964
of Warrenton (Grad.)
#6464

Cat 2716

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 86433

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]65	OC 975		[illegible]

RECEIVED
DEC 8 - 1965
ENGINEER
COUNTY & CITY DIVISION

[illegible]

Clatsop County
Courthouse
Astoria, Oregon
Att: Board of Commissioners

MAKE CHECKS PAYABLE TO THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Camp Creek Section, FAS 602. Covered by agreement dated June 9, 1964.			
County advance deposit		3,[illegible].00	
Less amount previously transferred		2,[illegible].00	
			1,[illegible].00
County share construction cost		3,034.05	
Less amount previously transferred		2,[illegible].00	
			1,034.05
Balance Due State			34.05

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

MAR 3 0 19

STATE COPY

Conf
Tickled
6464

477 Cottage Street, N.E.
Salem, Oregon - 97301

Original signed by
L. R. Backlund
Admin. Manager

March 16, 1965

08-35.5

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. C. H. Maison

By:

A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
Administrative Manager

Current Billing for February

This will confirm our verbal discussion concerning the current billing for February. Pursuant to our verbal agreement, the billing is being processed in the amount claimed.

Adjustments in amounts claimed will be made in March as follows.

An overclaim on the following projects resulted from the machine program providing that the retent amount would be based on 5% or $5,000, whichever is the lesser. This misunderstanding has been corrected to provide for the correct retent of 10% or $5,000, whichever is the lesser.

Prefix No.	Federal Aid Project No.	Amount
8-1045	F-124(23)	28.04
615-1013	I-5-1(54)	375.00
617-1057	I-5-2(24)	172.41
617-1058	I-5-2(34)	316.25
626-1004	I-80N-2(18)	(1.40)
~~504-1098~~	~~S-195(3)~~	5.32
506-1010	S-524(1)	1,734.56

Included in the claim is the amount of $285.77 on Project F-122(14). The final voucher on this project was submitted on 12/30/64. A review of the vouchers covering the costs involved disclosed that the charge to the construction engineering prefix was in error. It was agreed that a transfer voucher would be processed to transfer the costs involved to the proper maintenance prefix.

RECEIVED
MAR 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Orig. to Maison
3-18-65

Copy To Young
3-30-65

RECEIVED
OCT 30 1964
FOR FILING

6464

October 29, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On September 21, 1964, we wrote to you concerning release of final payment on contract #6464, awarded to Grimstad & Vanderveldt, Inc., for grading the Camp Creek Section of FAS 608 in Clatsop County.

Final payment on this contract is $404.40 and the total contract amount is $13,460.76. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Grimstad & Vanderveldt, Inc.,
Route 1, Box 643
Astoria, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
SEP 21 1964

FOR FILING
12 1
6464

September 18, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 14 on Contract No. 6464. The contract was with Grimstad & Vanderveldt, Inc., and was for grading on the Camp Creek Section of FAS 608 in Clatsop County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 18, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R.L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

Fas 608
Clatsop Co

Clatsop County

ASTORIA, OREGON

GUY BOYINGTON, COUNTY JUDGE
VERNE STRATTON, COMMISSIONER
JAMES SCARBOROUGH, COMMISSIONER
MARY HAY, CLERK
CARL S. BONDIETTI, SHERIFF
THOMAS E. EDISON, DIST. ATTY.

CHAS. M. JOHNSON, DISTRICT JUDGE
BEN BURNS, TREASURER
E. E. ISAACSON, SURVEYOR
EMMETT D. TOWLER, SCHOOL SUPT.
DR. NOEL S. RAWLS, MEDICAL EXAMINER
DAVID STANLEY DICKSON, ASSESSOR

September 8, 1964

NOTED
DON [illegible]

To: The Honorable Board of Commissioners

NOTED
R. H. [illegible]

Dear Sirs:

Re: FAS-608 - Contract #6464
Camp Creek

Having inspected the Camp Creek job, FAS-608 or Contract #6464, I recommend the County accept the job as being completed and acceptable.

NOTED
R. M. ALLISON

Yours truly,

John Dooley,
County Road Superintendent

JD/hcg
cc -- Highway Department

NOTED
V. R. JONES

__________ 19__
[illegible] COUNTY COMMISSIONERS
OF CLATSOP COUNTY, OREGON

BY __________
COMMISSIONER
____
COMMISSIONER
____
COMMISSIONER

RECEIVED
SEP 11 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
SEP 10 1964
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER

WEEK ENDING: August 14, 1964

SECTION: Camp Creek

SECTION PREFIX: 504-1098

HIGHWAY: FAS 608

COUNTY: Clatsop

NAME OF JOB: Camp Creek

KIND OF WORK: Grading

CONTRACTOR: Grimstad and Vanderveldt

CONTRACT NUMBER: 6464

FEDERAL AID PROJECT NUMBER: S-195(3)

DATE OF CONTRACT: June 20, 1964

DATE WORK STARTED: July 1, 1964

ESTIMATED COMPLETION DATE: August 14, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 2 SUPERVISION: 1

SPECIFIED WORK DAYS: Completion 8/15/64

WORK DAYS USED: ——

PERCENT OF TIME ELAPSED: ——————

PROJECT AUTHORIZATION: $ 14,886.00

ENGINEERING AUTHORIZATION $ 1,058.56

EXCLUSIVE OF ENGINEERING: $ 14,827.44

ENGINEERING COST TO DATE $ 1,157.23

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 14,827.44

PERCENT OF AUTHORIZATION 109 %

ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %

DATE PROJECT WAS COMPLETED: August 14, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.35				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.35				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	10,000				
TOTAL QUANTITIES CORRECTED TO DATE	10,000				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	10,000				
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

NONE

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			NOTED
MONDAY	Clear		JOHN R. OAKES
TUESDAY	Overcast		
WEDNESDAY	Overcast		CONSTRUCTION DIVISION
THURSDAY	Overcast		RECEIVED AUG 17 1964
FRIDAY	Partly Cloudy		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	NO WORK
MONDAY	NO WORK
TUESDAY	NO WORK
WEDNESDAY	NO WORK
THURSDAY	NO WORK
FRIDAY	NO WORK
SATURDAY	

REMARKS

SIGNED

ADDRESS

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUN 30 1964
FOR FILING

June 29, 1964

Grimstad and Vanderveldt, Inc.
Route 1, Box 643
Astoria, Oregon

Gentlemen:

On June 24 you submitted a bid to the State Highway Commission in the amount of $13,232 for grading Camp Creek Section of FAS 608 in Clatsop County.

The Commission on June 26 accepted your bid and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6464.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. H. Young
R. G. Savage (SIAC)

fkn

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. [illegible] (117-51	F PR-2 (R 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	TATE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)* 7/21/64	COUNTY Clatsop
PROJECT REPORT NO. 4		PROJECT NO. S-195(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 6 mi. So. Astoria So.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-4-64	.348
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 14,555.00	$ 9,100.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By ____________________

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. H. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer July 21, 1964

Oregon State Highway Department

Federal Aid Secondary
Project No. S-195(3)

[illegible] SECTION OF FAS-[illegible]

IN [illegible] COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1964

Type Code 0010
Roadway (Sta. 9+60 to Sta. 28+00)(Contract 6444)

Clearing and Grubbing	All Required		$ 2,000.00
Remove Existing Bridge	All Required		750.00
Drainage Excavation, Unclassified	70 cu. yds.	$ 4.60	322.00
General Excavation, Unclassified	10,000 cu. yds.	0.48	4,800.00
Finishing Roadbed and Slopes	0.35 miles	800.00	280.00
18 inch Culvert Pipe	46 lin. ft.	4.50	207.00
72 inch Metal Culvert Pipe	140 lin. ft.	32.20	4,508.00
Sprinkling	50 m-gal.	7.30	365.00
	Subtotal		$ 13,232.00
	10% Engr. & Cont.		1,323.00
	Total		$ 14,555.00

Length of Roading.	0.348 miles
Cost of Roading Per Mile	$ 41,824.71

Federal Funds.	$ 9,100.00
State Funds.	2,727.50
County Funds	2,727.50
	$ 14,555.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Clatsop
Fas 608

NOT
H. S. CO

NOTED
P. B. A

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

July 9, 1964

Clatsop County Board of Commissioners
Courthouse
Astoria, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit of $3,000 for the Camp Creek Section of FAS 608.

Contract No. 6464 has been awarded to Grimstead and Vanderveldt Inc.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

Fas 608

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
R. H. PRANGE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-1-64	CC 880		901-1000-297

INVOICE NUMBER 82008

Clatsop County
Courthouse
Astoria, Oregon
~~Att: Board of Commissioners~~

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

NOTED
DON HARWELL

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			3,000.00
Partial transfer of advance deposit for Camp Creek section, FAS 608. Covered by agreement dated June 9, 1964.			2,000.00
To be retained			1,000.00

RECEIVED
JUL 3
ENGINEER
COUNTY & CITY [illegible]

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

A 150 (REVISED 7-60)

Clatsop County

ASTORIA, OREGON

GUY BOYINGTON, COUNTY JUDGE
VERNE STRATTON, COMMISSIONER
JAMES SCARBOROUGH, COMMISSIONER
MARY HAY, CLERK
CARL B. BONDIETTI, SHERIFF
THOMAS E. EDISON, DIST. ATTY.

CHAS. M. JOHNSON, DISTRICT JUDGE
BEN BURNS, TREASURER
E. E. ISAACSON, SURVEYOR
EMMETT D. TOWLER, SCHOOL SUPT.
DR. NOEL B. RAWLS, MEDICAL EXAMINER
DAVID STANLEY DICKSON, ASSESSOR

NOTED
[illegible]

June 26, 1964

RECEIVED
[illegible]

Oregon State Highway Commission,
Salem, Oregon.

Attention: H.S.Cox,
County and City Engineer

Dear Mr. Cox:

As requested in your letter of June 25th, we are enclosing our Warrant #95540 in the amount of $3,000.00 for deposit for construction of Camp Creek Section of FAS 608.

Yours very truly,

MARY HAY, COUNTY CLERK
By Catherine Fleming

cf

NOTE 6/29
Jones handling

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

NOTED
DON HARWELL

NOT
H. S. C.
P. L. [illegible]

June 25, 1964

Clatsop County Board of Commissioners
Courthouse
Astoria, Oregon

Gentlemen:

On June 24, a satisfactory bid was received from Vandervelt & Grimstead of Astoria for constructing the Camp Creek Section of FAS 608. As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid Items	$13,232.00
12-1/2% Eng'ring & Contingencies	1,654.00
Estimated Total Cost............	$14,886.00

County Advance Deposit:
20% of $14,886 = $2,977.20 or say $ 3,000.00

Please make this advance deposit in the amount of $3,000 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

cc: R. H. Chase

NOTED
V. R JONES

RECEIVED
JUN 12 1964

FOR FILING

[illegible]

[illegible]

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
June 10, 1964

FAS-C Construction Agreement
Camp Creek Section
FAS 608
Clatsop County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Construction Agreement with Clatsop County covering the Camp Creek Section of FAS 608 in Clatsop County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Clatsop County.

Secretary

rn
Attach: 1

NOTED
P. B. [illegible]

NOTED
H. S. COX

NOTED
R. M. ALLISON

June 4, 1964

Board of County Commissioners
Clatsop County
Courthouse
Astoria, Oregon

Right-of-way
Camp Creek Section
FAS 608, Clatsop County

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Gentlemen:

In answer to Mr. James Scarborough's telephone inquiry to Mr. Robert Prange of this office regarding the Heino Kujoba property, File No. 36780-E, which you were unable to acquire, we find that none of the area is within the actual roadbed section. The extra width was to be used as a working area for the use of the grading contractor. We have contacted the Division Engineer's office who will have supervision of the work, and their resident engineer on the project will be notified to control the contractor's operations to keep his work within the existing 60 feet of county right-of-way. This will be between Stations 25+00 and 28+00 on the easterly side.

You may now return the signed certification of right-of-way as it will cover the actual requirements for the project.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

cc: R. D. Asburry,
Division II Engineer

NOTED
V. R. JONES

FORM [illegible] ([illegible])
(PREVIOUSLY A.O. [illegible])

UNITED STATES G RNMENT

Memorandum

U DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Shaw

DATE: June 1, 1964

FROM : A. W. Parsons
Division Engineer
Salem, Oregon

SUBJECT: Oregon Federal-aid Secondary Program

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

Reference is made to your letters of May 13 and May 27, 1964 which furnished information requested by our memorandum of May 4, 1964.

Under Item No. 866, of the subject program, we approve proposed construction of 2' shoulders as exception to the Minimum Standards.

Justification furnished regarding item 868 has been reviewed and is satisfactory.

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

RECEIVED
JUN 15 [illegible]
ENGINEER
COUNTY & CITY DIV.

NOTED
H. S. COX

Comp C. Section
FAS 608
Clatsop Co.

NOTED
V. R. JONES

NOTED
LLOYD P. SHAW

RECEIVED
JUN 5 1964
OFFICE ENGINEERING
DIVISION

Nash
cc 6-8-64

RECEIVED
JUN 2 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

cc Cont

file

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

NOTED
DON HARWELL

May 29, 1964

Board of Commissioners
Clatsop County
Courthouse
Astoria, Oregon

Re: Certification of Right of Way
Acquisition
Camp Creek Section
FAS 608

NOTED
P. B. Arensmeier

Gentlemen:

We have received this date the signed options covering the right of way for the above section. However, the certification of this right of way acquisition is also required by means of the enclosed forms. Please sign and return one copy of the certification to this office at your earliest convenience as it is presently planned to receive bids on this project at the June 23 letting.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb
Encl.

NOTED
V. R. JONES

RECEIVED
MAY 27 1964
FOR FILING

May 27, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Camp Creek Section
FAS 608, Clatsop County

Dear Sir:

Pursuant to your memorandum of May 4th, I submit justification for the designed 2' shoulder on this section as follows:

Item 866 The designed section is economically justified according to the available right of way, the low potential of the route, and the type of service furnished by this particular portion of the route plus its adjacent sections. FAS 608 generally traverses the steep terrain along the side of the relatively narrow Lewis and Clark River Valley, and the roadway adjacent to the project consists of 18' bituminous surfacing with variable shoulder widths up to 3'. Since the main arterial of travel is now considered to be FAS 608 Loop on the westerly side of the Lewis and Clark River Valley between M.P. 3.9 and M.P. 6.6 and, since the 2.7 miles portion of FAS 608 on the westerly side of the valley has degenerated to merely a low volume local service route, it is anticipated that Clatsop County will not improve any additional sections of this westerly portion of FAS 608 to higher standards in the foreseeable future.

Your concurrence in this design feature is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc:L. P. Shaw
LHY:pbMorgan
E. S. Cox

Salem, Oregon
May 26, 1964

Camp Creek Section
FAS 608, Clatsop County

Mr. L. H. Young
Office Engineer
Building

NOTED
DON [illegible]

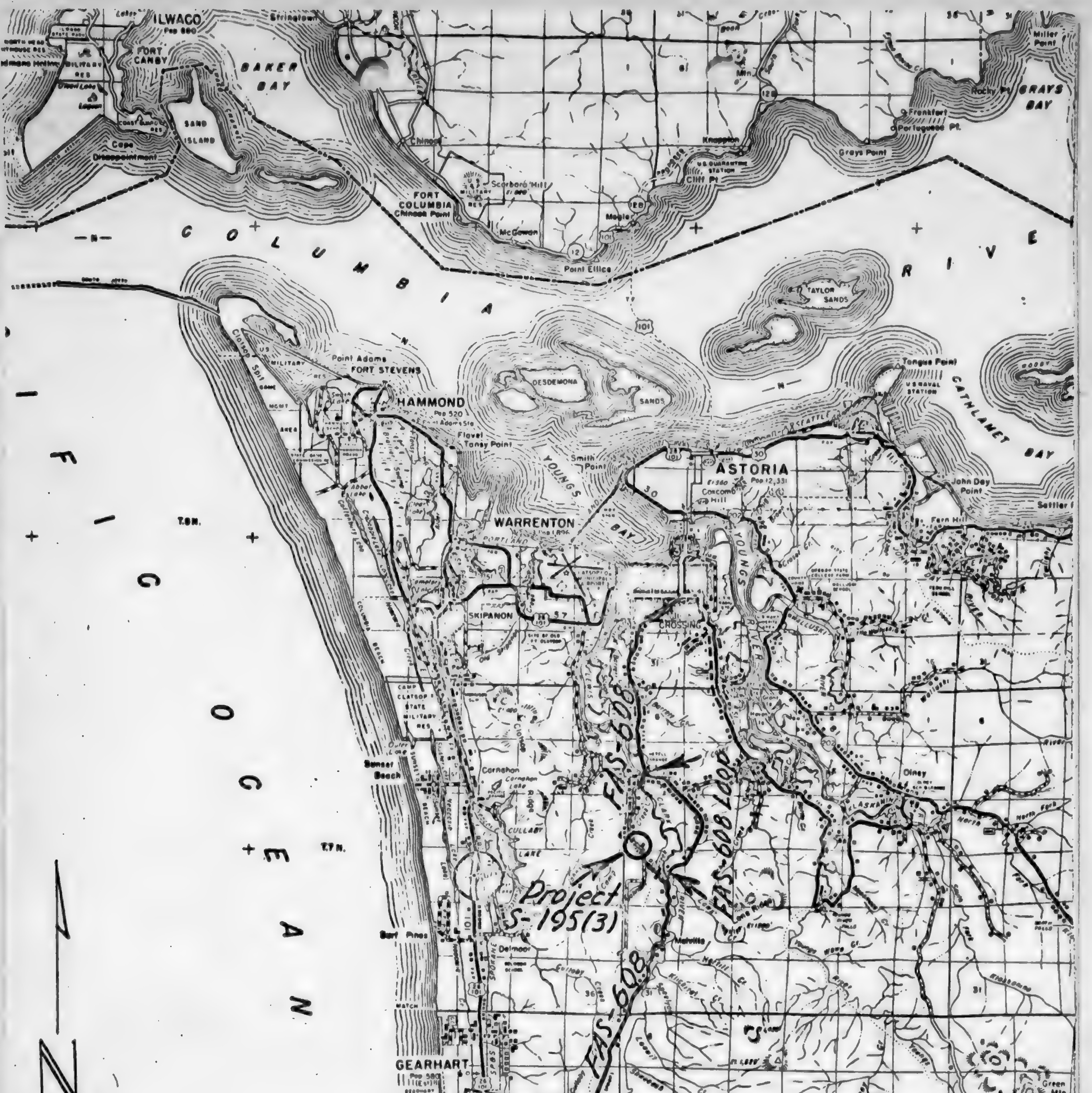
H. S. COX

Pursuant to Ted Dec's memorandum of May 4, 1964, referring to the 2' shoulder as being an exception to the latest approved minimum AASHO design standards, the requested information is furnished as follows:

Item 866 The designed section is economically justified according to the available right-of-way, the low potential of the route, and the type of service furnished by this particular portion of the route plus its adjacent sections. FAS 608 generally traverses the steep terrain along the side of the relatively narrow Lewis and Clark River Valley, and the roadway adjacent to the project consists of 18' bituminous surfacing with variable shoulder widths up to 3'. Since the main arterial of travel is now considered to be FAS 608 Loop on the ~~we~~easterly side of the Lewis and Clark River Valley between M.P. 3.9 and M.P. 6.6 and, since the 2.7 miles portion of FAS 608 on the westerly side of the valley has degenerated to merely a low volume local service route, it is anticipated that Clatsop County will not improve any additional sections of this westerly portion of FAS 608 to higher standards in the foreseeable future.

R. H. Prange, Field Engineer
County and City Division

RHP:mm


ILWACO
Pop 560
Stringtown
FORT CANBY
BAKER BAY
SAND ISLAND
Cape Disappointment
Chinook
Scarboro Hill
FORT COLUMBIA
Chinook Point
McGowan
Point Ellice
Megler
Knappton
Cliff Pt
Frankfort
Portuguese Pt
Grays Point
Rocky Pt
GRAYS BAY
Miller Point
COLUMBIA RIVER
TAYLOR SANDS
DESDEMONA SANDS
Point Adams
FORT STEVENS
HAMMOND
Pop 520
Flavel
Tansy Point
Smith Point
YOUNGS BAY
ASTORIA
Pop 12,331
WARRENTON
Tongue Point
CATHLAMET BAY
John Day Point
Fern Hill
SKIPANON
CROSSING
YOUNGS RIVER
Olney
Sunset Beach
Cullaby Lake
Surf Pines
Delmoor
GEARHART
Pop 580
NEAWANNA
SEASIDE
SOUTH SEASIDE
West Point
Tillamook Head
ECOLA
Green Mtn
IFIC OCEAN
N
FAS-606
FAS-608 Loop
Project S-195(3)
FAS-608

FORM E-123X 50M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

RECEIVED
MAY 13 1964
ENGINEER
COUNTY & CITY DIVISION

May 13, 1964

NOTED
F. B. [illegible]

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

NOTED
R. H. PRANCE

Re: Federal Aid Secondary Program
Your 08-35.3-EC

Dear Sir:

Reference is made to your letter of May 4, 1964, in which you asked for additional information or justification on three items. The requested information is furnished on two of them as follows:

Item 868 The designed approach on the east and west side of the coast highway utilizes the bay bridge for an undercrossing. Because of substantial traffic volumes on the coast highway, a left turning movement would be hazardous. To design a channelization which would have served not nearly as well, the easterly approach would have had to have been moved so far southerly to give adequate room from the end of the bay bridge as to require additional right of way in a high cost right of way area. Utilization of a westerly approach not only eliminates the left turn problem but provides land service and safer entrance for the development in the Davis Street area including an outdoor theatre. The Highway Department and the County Court agreed that a channelization would only be temporary and that the ultimate development should be made at this time, saving unnecessary right of way expense.

Item 871 Survey and design for the Raleigh Hills Interchange will be made coordinated to information developed by the Portland - Vancouver Metropolitan Study.

Further study is being made on Item 866 and information will be furnished you at a later date.

Fas 608 Clatsop Co

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mb
cc: L. P. Shaw
F. D. Morgan
H. S. Cox

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED
MAY 12 1964
ENGINEER
COUNTY & CITY DIVISION

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 4, 1964

In reply refer to: 08-35.3-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon
By T. Dec, Engineering Coordinator

SUBJECT: Oregon Federal-aid Secondary Program

Mr. Young's letter of April 29, 1964, submitted seven Stage 2 projects for addition to the subject program. We are approving all of these items, indicated as follows, effective May 4, 1964:

Item	Project	Location	Work
865	S-519(1)	Co. Rd. 0.5 Mi. S. Kings Valley, E. 2 Mi.	Gr., Dr., Strs. Surfacing
866	S-195(3)	Co. Rd. 6 Mi. So. Astoria So.	Gr., Dr.
867	S-520(1)	Co. Rd. Approx. 21 Mi. So. Ft. Klamath, So.	Gr., Dr.
868	S-518(1)	Co. Rd. South Beach Jct. N.E. 1 Mi.	Gr., Dr., Pave
869	S-149(6)	Co. Rd. 2.3 Mi. to 3.5 Mi. E. of Falls City	1 Culvert, 1 Bridge
870	S-23(5)	Co. Rd. 0.2 Mi. S. to 1.1 Mi. S. of Enterprise	3 Strs.
871	S-198(7)	SR 10, 0.7 Mi. E. of Beaverton E. 0.7 Mi.	P.E.

Under 866, the 2' shoulder is an exception to the latest approved minimum AASHO design standards. Our approval of this exception is withheld pending your submission of additional details which adequately justify this less than minimum standard shoulder width.

Under Item 868, the traffic data does not support the need for the two connecting legs to U.S. 101. It would seem, from the limited information available in this office, that one leg only would serve present needs. We would appreciate your submission of the information on which you based justification of both connecting legs.

Under Item 871, we will expect you to coordinate construction planning with the Portland-Vancouver Metropolitan Transportation Study efforts.

Ctl
Morgan
[illegible]
[illegible]

You are authorized to proceed with actions necessary to advance to completion the physical construction and preliminary engineering provided for by the above projects in accordance with provisions of your approved Secondary Road Plan except minimum design standards. If you subsequently

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than minimum design standards established by AASHO, this office should be informed of such proposed exceptions and reasons thereof.

This approval covers 4.46 miles of Stage 2 Construction Phase projects and 0.75 miles of a Stage 2 preliminary engineering phase project, all at an estimated total cost of $671,000 of which $403,000 is reserved as Federal-aid Secondary funds. This action leaves an unprogramed balance of $3,939,707 of these funds and reduces your reimbursable obligation balance to $24,375,317 according to our records on this date.

OFFICE OF
[illegible] HIGHWAY ENGINEER

RECEIVED
MAY 12 1964
OFFICE ENGINEERING
DIVISION

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metke, Bend

S-195(3)

[illegible]

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

CONSTRUCTION DIVISION
MAY 11 1964

May 8, 1964

State Highway Department
State Highway Engineer
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This will acknowledge two letters from you, dated May 5 and May 6, 1964 with reference to the below projects.

1. FAS 807, Lake County, Plush-Fish Lake Section
2. FAS 608, Clatsop County, Camp Creek Section.

There will be no wildlife problems in connection with FAS 807, and the project is approved.

Regarding FAS 608, this project is also approved. You have a letter from us, dated August 21, 1963 approving this construction previously.

We appreciate being able to comment on these projects.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski
R. O. Koski
Chief of Liberations

ROK:dm

cc: Director OFC

Copies to:
Lloyd Shaw
L. H. Young
T. C. Roake
Frank Hall
J. E. Morelock
R. D. Asburry (2)
Dean Swift (2)

LLOYD SHAW

NOTED
P. B.

MEMO TO J. W. NASH Date: April 20, 1964

FAS 608, CLATSOP COUNTY

TERMINI: From a point approx. 6.0 miles south of Astoria southerly to a point 6.3 miles south of Astoria

PROPOSED WORK: Grading and culvert.

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

PROJECT LENGTH: 0.35 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$25,000	$15,000	$5,000	$5,000	(County)

EXISTING FACILITIES: 18' bituminous surface, 24' roadway. Narrow winding road in mountainous country. Present maximum grade +8.0% and there is one 18° curve. A 140' pile trestle bridge 19' wide will be replaced with a 72" corrugated steel culvert. The pile bents, stringer, caps, and present bridge are decayed and in need of replacement.

ADJACENT SECTIONS:
NORTH/XXXX END: 18' bituminous surface, 24' roadway

SOUTH/XXXX END: 18' bituminous surface, 24' roadway

PROJECT DATA: Replace existing bridge with culvert and grade a 0.3 mile section on improved alignment. The county will construct base surfacing and a bituminous surface 20' wide with 2' shoulders. Maximum curvature is 14°.

RIGHT OF WAY: 60' minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions (F classification for mountainous terrain.)
SYSTEM ACTION: None required.
PUBLIC HEARING: None required.

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA:

See S-195(1)

VRJ:eb

Clatsop
[illegible]

NOTED
H. S. COX

NOTED
P. B. Arensmeier

April 13, 1964

NOTED
DON HARWELL

Clatsop County Court
Courthouse
Astoria, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Gentlemen:

Attached you will find five original option forms in triplicate covering right of way to be acquired in connection with Camp Creek Section of the Lewis and Clark County Road in Clatsop County.

We are attaching three prints of map #10C-43-11 covering this area and bearing our date of April 8, 1964.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the Engineers of the conditions, if any, on each transaction.

File No.	Name	Area
36780-A	Maine Holpa & Warren Baldwin, et ux	0.8 acre
36780-B	Elizabeth May Tagg	0.1 "
36780-C	Export Pacific, Inc.	0.2 "
36780-D	John V. Leine, et ux	0.01 "
36780-E	Heino Kujula, et ux	0.03 "

Very truly yours,

H. S. Cox
County and City Engineer

by

NOTED

Verne R. Jones
Planning Engineer

VRJ:eb
Encls. 5 options-3 prints

NOTED
V. R. JONES

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible]
H. S. COX

Salem, Oregon
April 9, 1964

NOTED
DON HARWELL

SUBJECT: OPTIONS
Camp Creek Section
Lewis and Clark County Road
Clatsop County

To: Mr. H. S. Cox
County & City Engineer
Highway Building

RECEIVED
APR 10 1964
ENGINEER

Attached you will find five original option forms in quadruplet covering right of way to be acquired in connection with Camp Creek Section of the Lewis and Clark County Road in Clatsop County.

We are attaching four prints of map No. 10C-43-11 covering this area and bearing our date of April 8, 1964.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the Engineers of the conditions, if any, on each transaction.

File No.	Name	Area
36780-A	Waine Holpa & Warren Baldwin, et ux	0.8 Acre
36780-B	Elizabeth May Tagg	0.1 "
36780-C	Export Pacific, Inc.	0.2 "
36780-D	John V. Leine, et ux	0.01 "
36780-E	Heino Kujula, et ux	0.03 "

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MC:jm
encs. 5 Options-4 Prints

cc: R. D. Asburry-1 Print
E. J. Benner

[illegible] 608
[illegible]

FORM E-30X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1964

NOTED
R. M. ALLISON

NOTED
DON HARWELL

F. E. [illegible]

SUBJECT: Camp Creek Section
Clatsop County FAS

To: Mr. F. D. Morgan
Construction Engineer
Department

The subject project is an approved Clatsop County FAS-C project on which the County is required to furnish the right of way. The County took by resolution right of way for this project to a width of 60 feet, 30 feet on each side of the centerline. This is not sufficient right of way within which to construct this project.

The County has requested that we furnish descriptions to them so that they can purchase the additional right of way required for this project. Attached for this purpose is the following data:

1. A copy of the legal description of the road as contained within the resolution, from which a tie can be obtained to a legal corner.

2. Photostatic copies of two deeds covering the area from which additional right of way has to be purchased.

3. One print of Assessor's Plat showing location of properties.

The plans for this project are in Frank Hall's office. It is requested that before the descriptions are prepared the toe of the slope as shown on the plans be checked against the cross-sections, as I believe they depict the toe of the slope before a change of the typical section was made. Will you please forward this to the proper people so that these descriptions may be prepared and forwarded to Clatsop County.

For R. D. Asburry
Division Engineer

RECEIVED
MAR 23 1964
ENGINEER
COUNTY & CITY DIVISION

RDA:AM
cc Mr. H. S. Cox

Salem, Oregon
September 9, 1963

NOTED
H. S. COX

NOTED
DON HARWELL

Camp Creek Section
FAS 608, Clatsop County

Mr. J. E. Morelock
OFFICE

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

NOTED

In a discussion between Mr. Si Cox and Robert Sheffler, Clatsop County Engineer, regarding the design of the above section, Mr. Sheffler requested that the subgrade section be narrowed to the minimum standard for this type of road. Although the 1962 traffic report shows an ADT of 70 and the future projection is over 100, the County has stated that they do not plan to improve the other portions of this route above the present widths which are a 16' to 18' oil mat and 22' to 24' roadway. In order to conform to the existing construction it might be well to design the Camp Creek Section to an "F" standard for which the minimum would be a 20' oil wearing surface and 2' shoulders.

Mr. Sheffler also requested that cut and fill slopes to be not over 1-1/2:1. He further asks that the gradeline between stations 18 and 26 be modified in order that the fill would not cover the existing oil wearing surface.

As an alternate road paralleling this section carries the major portion of the traffic on FAS 608 on better grade and alignment, it is doubtful if there will be any extensive development on this portion of the route in the foreseeable future.

V. R. Jones
Planning Engineer, County & City Division

VRJ:mm

cc: Frank Hall

NOTED
V R JONES

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
AUG 13 1963
FOR FILING

Section CAMP CREEK SECTION Highway FAS 608 (Lewis & Clark River Road) County Clatsop

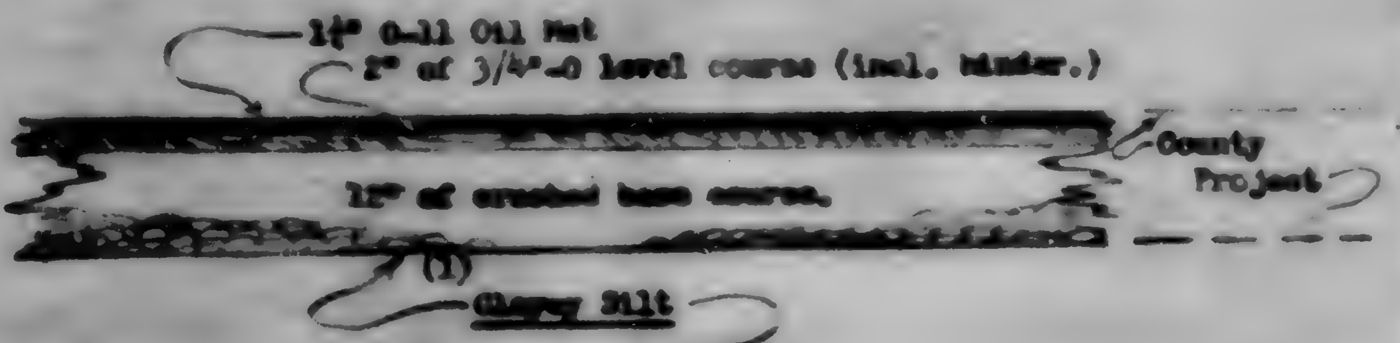
Res. Engr. ______ Approx. Length of Project 0.4 Miles. Sta. ______ to Sta. ______

Prog. No. 64194

Date 7-[illegible]-63

S. 165

TYPICAL SECTIONS Traffic Classif. - MEDIUM



1½" O-11 Oil Mat
2" of 3/4"-0 level course (incl. binder.)
12" of crushed base course.
County
Project
(1)
Clayey Silt

Required Base & Pave.		Designed Base & Pave.			
				1½	Oil
				2	Level
				12	Cr base
15				15½	

(1)
Typical Soil
[illegible] LL
[illegible] PI
79 % P200
0 % Gravel
0 % Coarse Sand
[illegible] % Fine Sand
[illegible] % Silt
25 % Clay
[illegible] "R" Value
(Corrected)
AASHO CLASSIF. - A-5 (8)

Note:
State participation is for the ~~grading and draining~~.
Clatsop County to place base and oil.
Surfacing thickness design furnished to assure ample subgrade width.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the County.											

NOTED
LLOYD P. SHAW

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Res. [illegible] Engineer
Office Engineer
[illegible]

Submitted by ______

Recommended by ______

Soils Engineer [illegible]
Recommended by
Approved
Engineer of Materials

7-31-63

PAVEMENT TYPE SELECTION

CAMP CREEK SECTION
F.A.S. 6?8
CLATSOP COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM ADT (Present) 170 ADT (1980) 300 % Heavy Vehicles [illegible]
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual Precipitation [illegible] 75"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil or A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Clatsop County prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an [illegible] oil mat has been selected.

RECEIVED
JUL 17 1963
FOR FILING

9

Prefix No. 504-1467

LOCATION PROSPECTUS
CAMP CREEK SECTION
FAS 608
CLATSOP COUNTY

The following prospectus is submitted concerning the proposed replacement of Camp Creek Bridge with a culvert. This bridge crossing Camp Creek is located on FAS 608, which is a county road on the Federal-aid Secondary System. The bridge is approximately 5.2 miles south of the intersection of FAS608 and Highway 101. The length of the project is 0.4 mile.

Clatsop County will make a survey determining the general route. Routine soils and foundation investigations will be made. The possibility of replacing the existing structure with a culvert will be explored. An economic analysis is not needed.

The existing 1962 ADT is 170 and the projected 20-year ADT is 300. Traffic warrants a Class "E" highway with maximum grade and curvature of 6 per cent and 18 degrees respectively. The typical section will consist of two 11-foot lanes with 4-foot shoulders. Deviation from standards set forth for this class of highway in the Oregon State Highway Department Technical Bulletin No. 19, Revised, is not anticipated.

The rise and fall and central angle data for the proposed alignment will be determined during the survey.

Clearing, grading and drainage will be covered under contract. The county will construct the base, leveling and wearing courses. Right of way is needed; however, the State will not prepare options or descriptions.

The access to this road will be unrestricted. There are no interchanges, towns or railroad crossings on this section. The only stream crossing is at Camp Creek, where the structure is to be replaced with a culvert.

The tentative base design for construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Level
Bottom Course Base	12 "	Coarse Base
Total Depth	15-1/4"	

Materials are available from local or county sources.

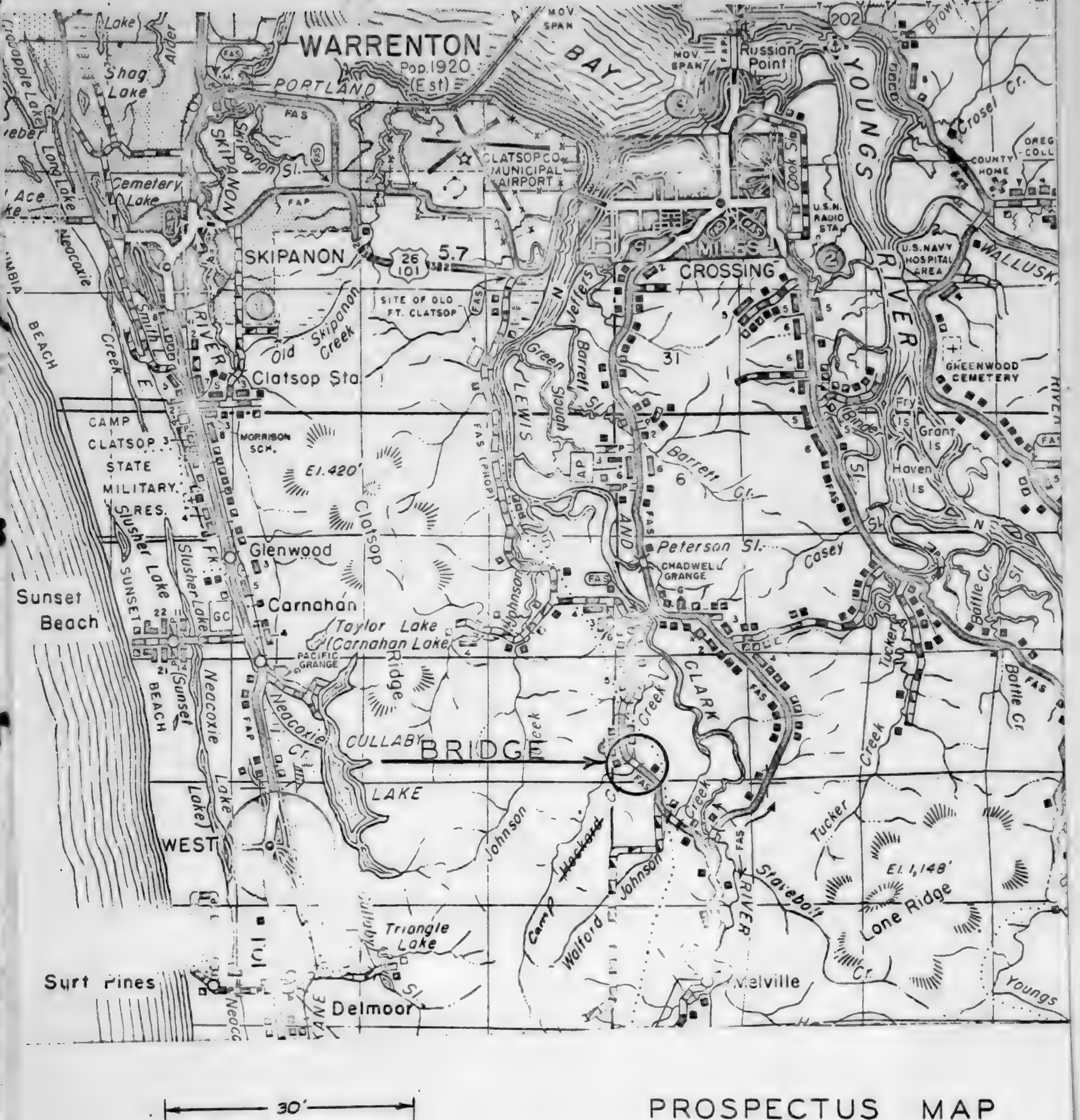
Agreements with Clatsop County will be required.

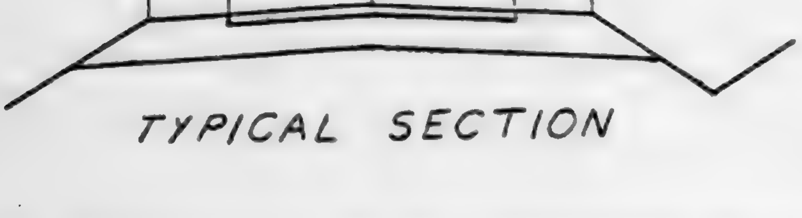
FORREST COOPER

There are no State parks or roadside rest areas affected by this project.

July 15, 1963
Attachment
cc: Forrest Cooper ✓
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Phil Preston (2)
Research Division
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
JUL 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER


WARRENTON
Pop. 1920 (Est)
PORTLAND
BAY
MOV. SPAN
Russian Point
202
YOUNGS
RIVER
CLATSOP CO. MUNICIPAL AIRPORT
SKIPANON
SKIPANON
26 101 5.7
MILES
CROSSING
U.S.N. RADIO STA.
U.S. NAVY HOSPITAL AREA
WALLUSKI
COUNTY HOME
Crosel Cr.
GREENWOOD CEMETERY
SITE OF OLD FT. CLATSOP
Old Skipanon Creek
Clatsop Sta.
CAMP CLATSOP STATE MILITARY RES.
MORRISON SCH.
El. 420'
Clatsop
Glenwood
Carnahan
Sunset Beach
Taylor Lake (Carnahan Lake)
PACIFIC GRANGE
Ridge
LEWIS
AND
CLARK
Green Slough
Barrett Sl.
Barrett Cr.
Peterson Sl.
CHADWELL GRANGE
Casey
Johnson
Fry Is.
Grant Is.
Haven Is.
Battle Cr.
Tucker Creek
BRIDGE
CULLABY LAKE
Neacoxie Cr.
WEST
Camp ~~Hackard~~
Walford
Johnson
Stavebolt Cr.
El. 1,148'
Lone Ridge
Triangle Lake
Surf Pines
Delmoor
Melville
Youngs
101
FAS
FAP
Slusher Lake
Sunset Lake
Neacoxie Lake
Long Lake
Shag Lake
Cemetery Lake
BEACH



TYPICAL SECTION

PROSPECTUS MAP

CAMP CREEK SECTION
FAS 608
CLATSOP COUNTY
SCALE 1=1 MILE 7-8-63

FORM E-30X 50M 3-63 46600

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Salem, Oregon
July 12, 1963

SUBJECT: Camp Creek Section
Lewis & Clark Road
Clatsop County FAS 608

NOTED
DON HARWELL

To:

Mr. F. D. Morgan
Construction Engineer
Department

Attention: Mr. D. J. Barbee

The subject project was recently submitted to you through this office. The typical section submitted with this project called for 10-foot driving lanes and 6-foot shoulders. At a meeting with the Clatsop County Court on July 10, the Court approved the altering of this typical section to 11-foot driving lanes with 4-foot shoulders.

NOTED
R. L. [illegible]

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM
cc Judge Boyington
Mr. H. S. Cox

RECEIVED
JUL 12 1963
ENGINEER
COUNTY & CITY DIVISION

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1963

SUBJECT: [illegible] 6'8" [illegible]

NOTED
H. S. COX

NOTED
Harold C. Ayers

NOTED
DON HARWELL

To:

Vern R. Jones
Planning Engineer
County & City Division
BUILDING

NOTED
R. H. PRANGE

We have investigated the Camp Creek bridge replacement and find that a 72-inch, 10-gage C.I.M.P. would be satisfactory.

For a 20-year frequency or 320 cfs, flowing full, this pipe could be expected to have a head of approximately six feet.

Charles R. Chandler
Research Assistant

CRC:bbc

NOTED

Copies to Division II
+ Murdock

RECEIVED
JUN 26 1963
ENGINEER
COUNTY & CITY DIVISION

CLATSOP COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 608, Lewis & Clark River Road, Camp Creek Section. Grade and drain, 0.4 mile, $20,000.

The proposed project consists of reconstructing this section on improved alignment and includes the replacing of a deteriorated 140-foot long pile trestle bridge with a suitable culvert installation. The county will place the base surfacing and an oil mat wearing surface. The road may be closed during construction. The county will provide the preliminary survey.

63-e
6/11/63

Comm approved 7/18/63

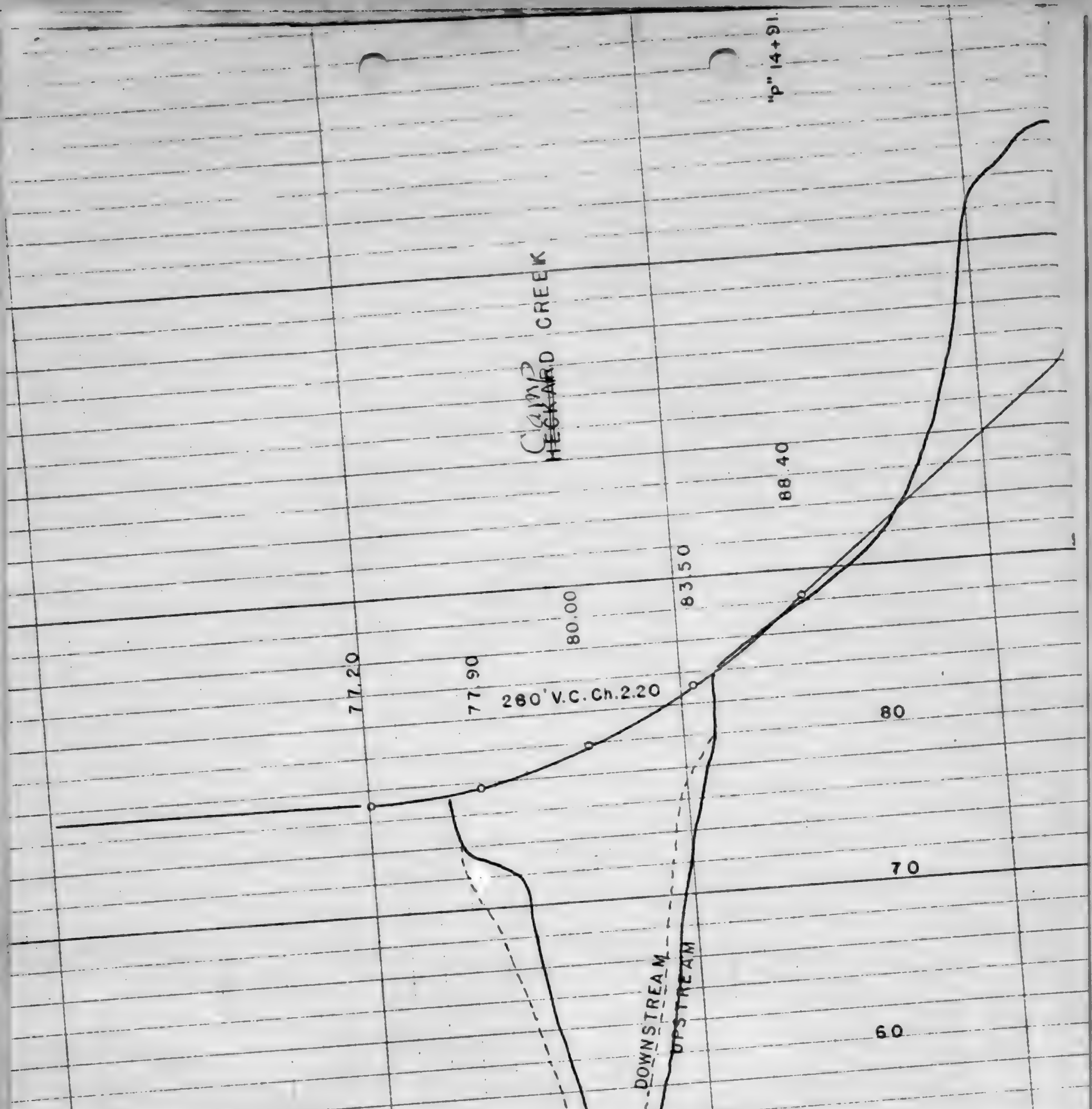
CLATSOP COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 608, Lewis & Clark River Road, Camp Creek Section. Grade and drain, 0.4 mile, $20,000.

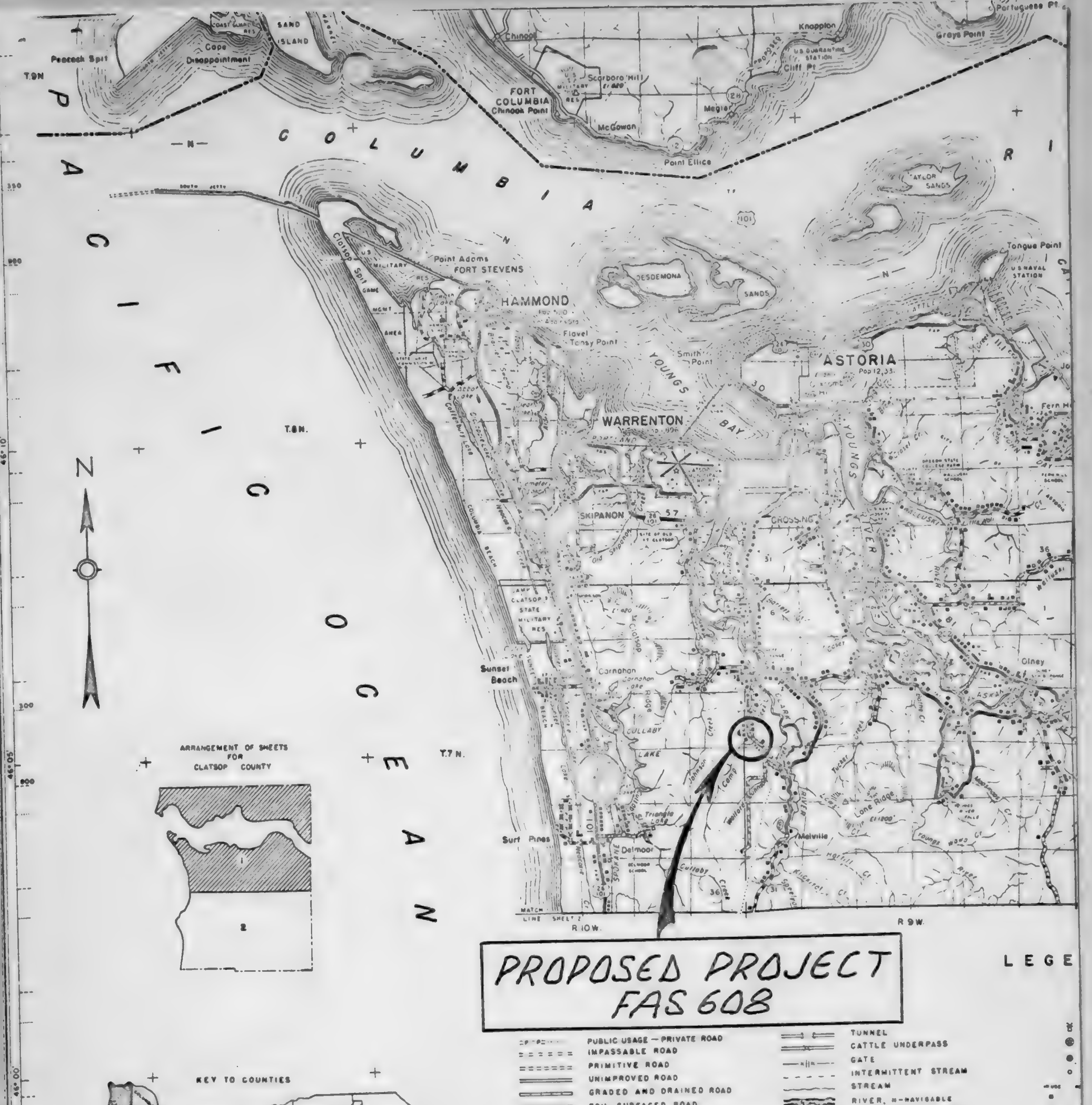
The proposed project consists of reconstructing this section on improved alignment and includes the replacing of a deteriorated 140-foot long pile trestle bridge with a suitable culvert installation. The county will place the base surfacing and an oil mat wearing surface. The road may be closed during construction. The county will provide the preliminary survey.

63-e
6/11/63

Comm approved 7/18/63


"p" 14+91
Camp
HECKARD CREEK
88.40
83.50
80.00
77.90
77.20
280' V.C. Ch. 2.20
80
70
60
50
DOWNSTREAM
UPSTREAM
8
10
12
14

TRADE STANDARD MARK
PROFILE PLATE No 4 × 20
MADE IN U.S.A.



PROPOSED PROJECT
FAS 608
PACIFIC OCEAN
COLUMBIA RIVER
Peacock Spit
Cape Disappointment
SAND ISLAND
Chinook
FORT COLUMBIA
Chinook Point
Scarboro Hill
McGowan
Megler
Point Ellice
Knappton
Cliff Pt.
Grays Point
Portuguese Pt.
TAYLOR SANDS
DESDEMONA SANDS
Tongue Point
U.S. NAVAL STATION
Clatsop Spit
Point Adams
FORT STEVENS
HAMMOND
Flavel
Tansy Point
Smith Point
YOUNGS BAY
ASTORIA
WARRENTON
SKIPANON
YOUNGS RIVER
CAMP CLATSOP STATE MILITARY RES.
Sunset Beach
Carnahan
CULLABY LAKE
Surf Pines
Delmoor
Melville
Olney
Lone Ridge
T.9N.
T.8N.
T.7N.
R.10W.
R.9W.
MATCH LINE SHEET 2
ARRANGEMENT OF SHEETS FOR CLATSOP COUNTY
1
2
KEY TO COUNTIES
LEGE
PUBLIC USAGE — PRIVATE ROAD
IMPASSABLE ROAD
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
GRAVEL NOT GRADED OR DRAINED ROAD
GRAVEL GRADED AND DRAINED ROAD
PAVED ROAD, LOW TYPE
PAVED ROAD, HIGH TYPE
MULTIPLE LANE AND DIVIDED ROAD
FEDERAL AID PRIMARY HIGHWAY
FEDERAL AID SECONDARY HIGHWAY
ORE ROUTE — US ROUTE
DISTANCE BETWEEN POINTS
MINOR STRUCTURE
BRIDGE
BRIDGE, COVERED
FERRY, FR-FREE TF-TOLL
DAM
DAM, ROAD ON TOP
DAM WITH LOCKS, ROAD ON TOP
TUNNEL
CATTLE UNDERPASS
GATE
INTERMITTENT STREAM
STREAM
RIVER, N-NAVIGABLE
DOCK, PIER, OR LANDING
LAKE, POND, OR RESERVOIR
DRAINAGE DITCH
IRRIGATION DITCH
PROMINENT MOUNTAIN, BUTTE, OR PEAK
RAILROAD
RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD, COMMERCIAL OR PUBLIC
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
SEAPLANE BASE, CIVIL
AIRWAYS LIGHT BEACON

Population of Clatsop County, 1950 Census
30,776

ROADSIDE CULTURE DATA AS OF
PARTIALLY REVISED TO 1950

COUNTY ROAD FAS PROJECT DATA

1. Name of County Clatsop FAS No. 608
2. County Road Name Lewis & Clark
3. Section Name Camp Creek Length 1700 Ft
4. Type of Project Re-alignment - Clearing - Grading & Draining
5. Survey to be done by: State ____ County ✓
(NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes ____ No ✓

Will it be furnished? Yes ____ No ____

7. Wearing Surface: Type O-11 Width 20' Shoulders 6' Gravel

8. Grading & Drainage:

By County ____ County Date of Completion ____ By Contract ✓

9. Bottom Base Course:

By County ✓ County Date of Completion ____ By Contract ____

10. Leveling Course:

By County ✓ County Date of Completion ____ By Contract ____

11. Wearing Surface:

By County ✓ County Date of Completion ____ By Contract ____

12. Clearing:

By County ____ County Date of Completion ____ By Contract ✓

13. Is there any merchantable timber on right-of-way? Yes ____ No ✓
14. Will timber be reserved for owner? Yes ____ No ✓
15. Will timber become property of contractor? Yes ✓ No ____

Remarks Land recently logged

MATERIAL SOURCE -

16. Gravel ____ Quarry ✓ Cinders ____
17. Owner: County ____ State ____ Private ✓
18. Location: Various Section ____ Township ____ Range ____ W.M.

NOTED

CCR 61-8

19. Materials furnished by County: Borrow ___ *None* Select Topping ___

Base Course ___ Level Course ___ Mineral Aggregates ___

20. Miscellaneous Items: *on Hand* *24' ~~[illegible]~~ 30" C.I. Metal Asphalt Dipped [illegible] Culvert*

Remarks: *Treated timbers and cedar piling used as repairs in Bridge to be saved for County*

FINANCIAL- -

21. Estimated Cost: $ *15,000.00*

22. Available FAS Funds: $ *104,599.00*

23. Date Match Money is Available: *Now May 21, 1963*

24. Will there be any 100% County Money? Yes ___ No *✓*

25. Maximum Amount of 100% County Money Available: $ ___

26. Date County Requests Letting: *Soon as possible during vacation*

Remarks ___

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes *✓* No ___

28. Will right-of-way be acquired by: Resolution *✓* or Deed ___

29. Should State prepare options? Yes ___ No *✓*

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes ___ No *✓*

31. Should material source site be included in right-of-way descriptions? Yes ___ No *✓*

32. Does project run inside city? Yes ___ No *✓*
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes ___ No *✓*
(NOTE: County must move all utilities located on present right-of-way.)

Remarks *Road can be closed - Detour available*

CR 61-8

RAILROADS- -

34. Location: ________________None________________

35. Name of Railroad: ______________________________

36. Number of tracks: __________

37. Sight distance: __________(Left) __________(Right)

38. Number of trains____________________

39. Angle of intersection____________________

40. Type of crossing: Grade____ Overcrossing____ Undercrossing____

41. Number of signs: Advance Warning____ Crossbucks____ Stop____

Automatic Flashing____ Automatic Bell____ Gates____

Remarks______________________________

STRUCTURES- - - - - - - - - - - - - - None - - - - - - - - - - - - - -

42. Are there any structures to be replaced or altered? Yes____ No____

43. Will replacement by by: County________ Contract________
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes____ No____

45. Will County adjust structure to additional width? Yes____ No____

46. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks______________________________

____

47. Is project contingent upon other factors? Yes____ No ✓

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain:______________________________

____

____

____

CAR 61-8

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: ______________________________

50. (c) Surveys (Coordination with outside surveys)

Explain: ______________________________

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No ✓

52. Does County wish sight posts installed? Yes___ No ✓

53. Does County wish guard rail installed? Yes___ No ✓

54. Does County wish seeding and mulching incorporated into job?

Yes___ No ✓

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Clatsop County

May 22, 1963 Date

By Guy Boyington
Judge or Commission Chairman

By Dean Stratton Commissioner

By James Scarborough
County ~~Engineer~~ Commissioner

By Robert Sheller
County Engineer

Robert H Prange
O.S.H.D. Field Engineer

Date 5-23-63

CCR 4-8

S-422(1) Plush-Fishlake Sec., FAS 807 1964
at Plush, NE of Lakeview (Stone
#6465 level course & Oiling)

C417
2715

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

GHWAY DEPARTMENT INVOICE

NO. 86212

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
11-1-65	CC 973		519-1037-297

[illegible]

- Lake County
- Courthouse
- Lakeview, Oregon

Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
[illegible]			
Final Billing: Flush-Fishlake Section, FAS 807. Covered by agreement dated June 9, 1964.			
County advance deposit		9,700.00	
Less amount previously transferred		6,700.00	
			3,000.00
County share construction		9,019.93	
Less amount previously transferred		6,700.00	
			2,319.93
To be refunded			680.07

NOTED
V R JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $................

By................................

RECEIVED
NOV 17 1965
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
NOV 24 1964
FOR FILING

November 24, 1964

Glens Falls Insurance Co.,
Pacific Coast Department
Cahill Bldg., 350 Sansome St.,
San Francisco 4, California

Gentlemen:

On September 21, 1964, we wrote to you concerning release of final payment on contract #6465, awarded to J. C. Compton Co., for stone base-oiling the Plush-Fish Lake Section of FAS 807 in Lake County.

Final payment on this contract is $1,326.49 and the total contract amount is $44,353.88 including $137.48 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Hagan-Hamilton Insurance
P. O. Box 117
McMinnville, Oregon

cc: C. H. Maison
Attn.: John Herr

cc: J. C. Compton Co.,
P. O. Box 86
McMinnville, Oregon

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: October 10, 1964

SECTION: Plush-Fish Lake

SECTION PREFIX: 519-1037

HIGHWAY: FAS 807

COUNTY: Lake

NAME OF JOB: Plush-Fish Lake

KIND OF WORK: Stone Base and Oiling

CONTRACTOR: J. C. Compton Co.

CONTRACT NUMBER: 6465

FEDERAL AID PROJECT NUMBER: S-522 (1)

DATE OF CONTRACT: July 3, 1964

DATE WORK STARTED: July 21, 1964

ESTIMATED COMPLETION DATE: August 13, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 50

WORK DAYS USED: 20

PERCENT OF TIME ELAPSED: 40.00

PROJECT AUTHORIZATION $ 48,393.00

EXCLUSIVE OF ENGINEERING $ 44,951.72

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 44,353.88

ESTIMATED PERCENT OVERRUN ~~UNDERRUN~~ 1.79 %

ENGINEERING AUTHORIZATION $ 3441.28

ENGINEERING COST TO DATE $ 3172.42

PERCENT OF AUTHORIZATION 92.2 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

DATE PROJECT WAS COMPLETED: August 13, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.
—	—	—	—	100	100	—

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		4.8		4.8	
MILES PARTIALLY COMPLETED		4.8		4.8	
MILES COMPLETED		4.8		4.8	
TOTAL ESTIMATED QUANTITIES (CONTRACT)		7300 Cu.Yds.		340.0 Tons	
TOTAL QUANTITIES CORRECTED TO DATE		6370 Cu.Yds.		362.9 Tons	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		6370 Cu.Yds.		362.9 Tons	
AVERAGE DAILY QUANTITIES		0 Cu.Yds.		0 Tons	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME		0 Cu.Yds.		0 Tons	
NUMBER OF SHIFTS PER DAY		0		0	
HOURS PER SHIFT		0		0	

EQUIPMENT USED DURING THE WEEK

	WEATHER	HOURS DELAY	Workday Charged — CAUSE OF DELAY
SUNDAY	Clear		
MONDAY	Clear		No-Project Complete
TUESDAY	Clear		" " "
WEDNESDAY	Clear		" " "
THURSDAY	Clear		" " "
FRIDAY	Clear		" " "
SATURDAY			

CONSTRUCTION DIVISION
OCT 12 1964

CCE
5

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	No activity
TUESDAY	One man worked part of day on semi-final estimate.
WEDNESDAY	Worked on semi-final estimate part of day.
THURSDAY	No activity
FRIDAY	Completed semi-final estimate and submitted to Division Office.
SATURDAY	— — — — —

REMARKS

Semi-final estimate completed and submitted to Division Office Friday.

FINAL REPORT

SIGNED W. Reid Merritt

ADDRESS P. O. Box 1090 Klamath Falls, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 18 1964
FOR FILING

6465

September 18, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 13 on Contract No. 6465. The contract was with J. C. Compton Co. and was for stone base and oiling on the Plush-Fish Lake Section, FAS Route 807 in Lake County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 18, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

fas 407

C. W. OGLE, COUNTY JUDGE
J. D. CORUM, COMMISSIONER
J. S. SNIDER, COMMISSIONER

LAKE COUNTY ROAD DEPARTMENT

CLIFFORD PARTIN, SUPERINTENDENT
835 SOUTH E STREET
LAKEVIEW, OREGON

RECEIVED
SEP 10 1964
ENGINEER
COUNTY & CITY DIVISION

September 4, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. V. R. Jones

NOTED
R. M. ALLISON

Gentlemen:

The County Court has inspected the work on the Dry Creek Section, FAS 407, as well as the Plush-Fish Lake Section, FAS 807, and finds the work to be satisfactory.

Under the terms of the respective agreements dated June 9, 1964 and July 18, 1963, the County will assume maintenance and jurisdiction of the above named projects.

Very truly yours,

C. W. Ogle, Judge
Lake County Court

CWO: tr
cc:
Swift

NOTED
V. R. JONES

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. - 7-54	PR-2 (2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. -422(1) 6465	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 7-21-64	COUNTY Lake
		PROJECT NO. S-522(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Plush, Southwest 4.8 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	4.8
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 47,317.00	$ 29,800.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By Lloyd P. [illegible]

Assistant State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L W Backlund
L. R. Backlund, Administrative Manager

Date executed by Division Engineer July 21, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8906-P64

Oregon State Highway Department

Federal Aid Secondary
Project No S-522(1)

FLUSH - [illegible] SECTION OF F.A.S.-307

IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1964

Type Code 5231
Roadway (M.P. 14.30 to M.P. 19.10)(Contract 6465)

Hauling and Placing 3/4"-0 Material in Leveling Course	7,300 cu. yds.	$ 1.32	$ 9,636.00
Sprinkling	190 M-gal.	5.00	950.00
Preparation of Base	4.80 miles	750.00	3,600.00
Hauling and Placing 3/4"-0 Material in Binder Course	560 cu. yds.	2.25	1,260.00
Hauling and Placing Aggregates	2,900 cu. yds.	2.30	6,670.00
MC-250 Asphalt	60 tons	60.00	3,600.00
200-300 Asphalt	220 tons	60.00	13,200.00
RS-1 Asphalt	60 tons	60.00	3,600.00
			$ 42,516.00
Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
	Subtotal		$ 43,016.00
	10% Engr. & Cont.		4,301.00
	Total	47,317	$ 47,317.00

Length of Roading . . . . 4.800 miles
Cost of Roading Per Mile. $9,857.70

Federal Funds	$ 29,800.00
State Funds	8,758.50
County Funds	8,758.50
	$ 47,317.00

State Funds For Const: Chap. 175, laws 1917; Chap 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Lake
Fas 807

July 10, 1964

NOTED
H. S. COX

NOTED
DON HARWELL

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Gentlemen:

This is to acknowledge receipt of your advance deposit of $9,700 for the Plush-Fishlake Section of FAS 807. Contract No. 6465 has been awarded to J. C. Compton Company.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

by

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

Lake, Fas 807

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-3-64	CC396		519-1037-297

NOTED
R. H. PRANGE

INVOICE NUMBER 82018

Lake County
Courthouse
Lakeview, Oregon
Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
DON HARWELL

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			9,700.00
Partial transfer of advance deposit for the Plush-Fish Lake Section of FAS 807. Covered by agreement dated June 9, 1964.			6,700.00
To be retained			3,000.00

NOTED
R. M. ALLISON

NOTED
V. R

RECEIVED
JUL 6
ENGINE
COUNTY & CIT

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By____

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

June 25, 1964

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
DON HARWELL

NOTED
F. E. [illegible]

Gentlemen:

On June 24 a satisfactory bid was received from J. C. Compton of McMinnville for constructing the Plush-Fish Lake Section of FAS 807. As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid Items	$42,516.00
Flagging	500.00
12-1/2% Eng'ring & Contingencies	5,377.00
Estimated Total Cost............	$48,393.00

County Advance Deposit:
20% of $48,393.00 = $9,678.60 or say $9,700.00

Please make this advance deposit in the amount of $9,700 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

bc: R. N. Chase

NOTED
V. R. JONES

RECEIVED
AUG 12 1964
FOR FILING

6465

July 3, 1964

J. C. Compton Company
P. O. Box 66
McMinnville, Oregon

Gentlemen:

The State Highway Commission on June 26, 1964, accepted your proposal for stone level course and oiling on Plush-Fishlake Section of FAS 807 at Plush in Lake County for the sum of $42,516.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6465.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
JUN 12 1964

FOR FILING

5-4238(1)

965

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
June 10, 1964

FAS-C Construction Agreemet
Plush-Fish Lake Section
FAS 807
Lake County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of FAS-C Construction Agreement with Lake County covering the Plush-Fish Lake Section of FAS 807 in Lake County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lake County.

Secretary

rn
Attach: 1

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

FOR FILE
[illegible]

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

CONSTRUCTION DIVISION
RECEIVED
MAY 28 1964
NOTED— ☐ CE ☐ ASE ☐ ACE ☐ ☐ COE

May 26, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. F. D. Morgan, Construction Engineer

Dear Sir:

The below listed highway construction information which you transmitted to us by letters dated May 5 and 6, 1964, respectively to satisfy requirements of the Bureau of Public Roads is appreciated.

Camp Creek Section, FAS 608, Clatsop County.

Plush-Fish Lake Section, FAS 807, Lake County.

We foresee no fishery problems as a result of project FAS 608 and we concur with Oregon Game Commission's approval of FAS 807.

Sincerely,

William D. Clothier
WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc. Oregon Game Commission

Copies to:
Lloyd Shaw
L. H. Young
T. C. Roake
Frank Hall
J. E. Morelock
R. D. Asburry (2)
Dean Swift (2)

RECEIVED
MAY 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]
fas 807

MEMO TO J. W. NASH

Date: May 25, 1964

NOTED
R. H. PRANGE

FAS 807, LAKE COUNTY PLUSH-FISHLAKE SECTION

TERMINI: North end, county road junction in Plush.
South end, point 4.8 miles southwest of Plush.

NOTED
R. M. ALLISON

PROPOSED WORK: Construct an 0-11 oil wearing surface 20' wide.

PROJECT LENGTH: 4.8 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$60,000	$36,000	$12,000	$12,000	(County)

EXISTING FACILITIES: Road re-graded and based to state highway department standards by county forces through mountainous terrain. Crushed rock surfacing has been placed to a width of 30'. Maximum grade +6%. Maximum degree of curve, 18°.

ADJACENT SECTIONS:
NORTH/[redacted] END: Junction with county road.

SOUTH/[redacted] END: ~~FAS 899~~. 30' Crushed Rock Surface, 30' Roadway,

PROJECT DATA: Construct an 0-11 oil mat wearing surface with aggregates furnished by Lake County. Wearing surface will be 20' wide and 4' shoulders will be surfaced by the county.

RIGHT OF WAY: 60' minimum.
ACCESS CONTROL: None.

RR XING: None.
MINIMUM DESIGN STANDARDS: No exceptions.

SYSTEM ACTION: None.
PUBLIC HEARING: None.

UNUSUAL OR COMPLICATED SITUATIONS: None.

ROUTE DATA: Road runs through mountainous range land. Serves as access to small community of Plush. Used extensively as a range service road and there is occasional large movement of cattle trucks.

VRJ:mm
[redacted]

RECEIVED
MAY 21 1964

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metke, Bend

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

3-102(1)

CONSTRUCTION DIVISION
MAY 11 1964

May 8, 1964

State Highway Department
State Highway Engineer
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This will acknowledge two letters from you, dated May 5 and May 6, 1964 with reference to the below projects.

1. FAS 807, Lake County, Plush-Fish Lake Section
2. FAS 608, Clatsop County, Camp Creek Section.

There will be no wildlife problems in connection with FAS 807, and the project is approved.

Regarding FAS 608, this project is also approved. You have a letter from us, dated August 21, 1963 approving this construction previously.

We appreciate being able to comment on these projects.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski
R. O. Koski
Chief of Liberations

ROK:dm

NOTED
LLOYD P. SHAW

cc: Director OFC

Copies to:
Lloyd Shaw
L. H. Young
T. C. Roake
Frank Hall
J. E. Morelock
R. D. Asburry (2)
Dean Swift (2)

RECEIVED
MAY 12 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1964

SUBJECT:

To: Mr. R. L. Porter
Deputy State Highway Engineer
Office

With reference to Mr. Cooper's letter of April 10 concerning base depth in desert areas in Central Oregon, I discussed the matter of base design to some standard less than that dictated by frost penetration with Construction personnel. None of those present (Mr. Morgan was absent) had any knowledge of an order to change to design other than that normally used, which includes frost penetration.

In view of Mr. Cooper's desire to use a traffic standard rather than some other criteria, I am advising the Construction Division to prepare construction plans on two bases; one, traffic, and the second, frost penetration and/or soils consideration. I am also asking Mr. Decker to carefully review these plans before they reach my desk and by the double review afforded thereby, eliminate excessive base depths on minor projects.

Lloyd P. Shaw

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

NOTED
R. L. PORTER

Porter

NOTED
FORREST COOPER

Salem, Oregon
April 16, [illegible]

[illegible]
[illegible]
[illegible]

[illegible]

[illegible]

[illegible]

Please see that your people are properly advised.

[illegible]
Assistant State Highway Engineer

[illegible]

Attachment

cc R. L. Porter

Salem, Oregon
April 10, 1964

R. L. Porter
Deputy State Highway Engineer
OFFICE

On my recent trip, I heard some rumbling of dissention from the Lake County Court objecting to our base design for a FAS county secondary in the vicinity of Plush. I understand that this surfacing was designed for a depth of 18", presumably on the basis of a 36" frost penetration.

One or two other instances of this have come to my attention. I thought that we had issued instructions that this so-called standard not be adhered to, particularly in instances such as this.

As I recall, I arbitrarily reduced the thickness of the surfacing on one unit of the Frenchglen, which was designed in this same fashion.

The road to Plush in Lake County must carry extremely light traffic; while I have no traffic count, I doubt that it would exceed 50 ADT. There is virtually no farming in the area and very few people living there. I cannot believe that 18" of surfacing on a road of this type in the desert areas of Lake County is in any way justified. If my memory is not playing me tricks, we used 8" on the heavily traveled portion of "Winnemucca-to-the-Sea".

Will you please look into this and advise me as to your thinking.

Forrest Cooper
State Highway Engineer

FC:fn
cc Victor D. Wolfe

4-9-64

LAKE COUNTY
PROPOSED PROJECT (1965 Funds)

✓FAS 807, Plush Road: North Unit, Warner Junction-Plush Section; level course and oiling, 4.8 miles, $40,000.

The project requires the placing of a 2" leveling course and an 0-11 oil wearing surface. The oil will be 20' in width and the gravel shoulders will be 4' wide. Material for the level course and the aggregate for the oiling work will be furnished from Lake County stockpiles.

Approved
4-23-64

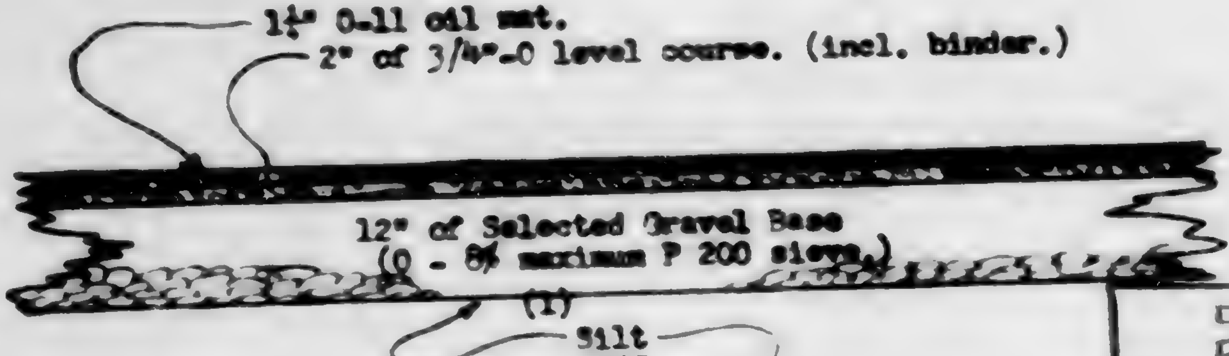
64-c
4/9/64

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section TWELVE MILE RIDGE ROAD (PLUSH - WARNER VALLEY HIGHWAY Highway F.A.S. 807 County LAKE Profile Date 3-23-64

Sec. Engr. ____ Approx. Length of Project 17 Miles. Sta. ____ to Sta. ____

Frost Penetration -*30"± (From Division) TYPICAL SECTIONS Traffic Classif. - LIGHT



1¼" 0-11 oil mat.

2" of 3/4"-0 level course. (incl. binder.)

12" of Selected Gravel Base (0 - 8% maximum P 200 sieve.)

(1) Silt

*Surfacing thickness design has been increased to equal ½ the depth of reported frost penetration.

(1)
Typical Soil
40 LL
11 PI
99 % P10
93 % P200
1 % Gravel
1 % C Sand
5 % F Sand
80 % Silt
13 % Clay
1 ... Value
(Corrected)
AASHO CLASSIF. - A-7-6 (9)

Required Base & Surf.		Designed Base & Surf.		
Crushed	Not Crushed	Select. Surf. Alloc.	New Work	
			1¼	0-11
			2	Level
			12	Base
13			*15¼	

NOTED
DON HARWELL

NOTED
R. H. PRANGE

RECEIVED
MAR 27 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Fas 807
Lake Co

Submitted by W. W. Yarbrough
Staff Assistant

Recommended by T. E. Decker
Asst. Construction Engineer

Recommended by
Engineer of Materials

Approved by Lloyd P. Shaw
Deputy State Highway Engineer

B.P.R.
cc ~~Deputy~~ State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

PAVEMENT TYPE SELECTION

TWELVE MILE RIDGE ROAD
(PLUSH - WARNER VALLEY HWY)
F.A.S. 807
LAKE COUNTY

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 50 1980 ADT 80 - 100 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 30"± Annual Precipitation 12"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an O-11 oil mat has been selected.

FORM E-30X -50M --12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 13, 1964

P. E. [illegible]

NOTED
H. S. COX

SUBJECT: Plush Cut Off
Lake County FAS 807

NOTED
DON HARWELL

To: Mr. Dean Swift
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

At your direction, I met Mr. Robert Prange from the County and City Division, at the Bend office on the afternoon of Wednesday, March 11, 1964. Mr. Prange suggested that I check the above mentioned project and then meet him at the Lake County Court House in Lakeview.

The following is a tabulation of what I found to be in place as of March 12, 1964:

M.P.	LOCATION	WIDTH	DEPTH	REMARKS
14.0	5' R CL	28'	10"	Pit run gravel-no frost-loose
15.0	5' L CL	28'	12"	Pit run gravel-4" frost-loose
16.0	5' R CL	28'	6"	Pit run gravel-no frost-loose
17.0	On CL	28'	5"	Pit run gravel-no frost-loose
18.0	On CL	30'	2"	Pit run gravel-no frost-hard
			5"	Solid angular rock mix-hard [illegible]

NOTE: Ragged shoulder and poor provision for drainage in down grade section in vicinity of M.P. 16.5.

The above information was discussed with Mr. Prange in company with Judge Ogle and Cliff Parton of Lake County on the afternoon of March 12, 1964.

Elliott Parker

Elliott Parker
Division Geologist

EP/sja

cc: Robert Prange

RECEIVED
MAR 16 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. H. PRANGE

C. W. OGLE, COUNTY JUDGE J. D. CORUM, COMMISSIONER J. S. SNIDER, COMMISSIONER

LAKE COUNTY ROAD DEPARTMENT

CLIFFORD PARTIN, SUPERINTENDENT
835 SOUTH E STREET
LAKEVIEW, OREGON

NOTED
H. S. COX

RECEIVED
MAR 18 1963
ENGINEER
COUNTY & CITY DIVISION

March 15, 1963

FAS 807

NOTED
DON HARWELL

Oregon State Highway Department
Hig[illegible]
[illegible]

[illegible] [illegible]t. [illegible]

The [illegible] the construction of the oil mat on the Plush road from C-11 to C-9 specifications.

Please advise us if this will make any difference in the base plan recently submitted by your Bend office.

Very truly yours,

NOTED
R JONES

Clifford Partin, Superintendant

CP/elm

Attach to Job forms.
copy to Soils Div 3/20

NOTED
R. H. PRANGE

County has aggregate for C-11 · 20' width & shldrs
3-12-64

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

NOTED

NOTED
H. S. COX

RECEIVED
MAR 13 1963
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED

Bend, Oregon
March 12, 1963

Mr. C. W. Ogle, County Judge
Lake County Courthouse
Lakeview, Oregon

Subject: Base Design
Lake County FAS 807

Attention: T. S. McKinney

Dear Sir:

It is recommended that the following base design be used for surfacing the above mentioned project:

1½" ~~3/4"~~ 0-11 ~~0-9~~ Oil Mat
3½" 3/4"-0" Leveling Course
16" Base Rock (could be: pit run, processed with a grid roller; or crushed material meeting Standard OSHD specifications as to quality and gradation)

Very truly yours,
Dean Swift
Division Engineer

Elliott Parker

By: Elliott Parker
Division Geologist

EP/pp

cc: Dean Swift
H. S. Cox
F. W. Yarbrough
W. N. Hackleman
File

S-421(1) Milton Cr. Br., Pittsburg Rd., 1964
Northwesterly city limits of
#6466 St. Helens

Ca A 2214

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

..GHWAY DEPARTMENT INVOICE

NO. 86210

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
11-16-65	CC 970		[illegible]-1058-297

Columbia County
Courthouse
Saint Helens, Oregon
Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Wilton Creek Bridge, FAS 917. Covered by agreement dated June 22, 1964.			
County advance deposit		7,700.00	
Less amount previously transferred		4,700.00	
			3,000.00
County share construction cost		7,328.55	
Less amount previously transferred		4,700.00	
			2,628.55
To be refunded			371.45

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By____________________________________

NOTED
V R JONES

RECEIVED
NOV 17 1965
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
JAN 20 1965
FOR FILING

[illegible]

6466

January 18, 1965

Birmingham Fire Insurance Co.
of Pa.
Regional Office
550 Kearny Street
San Francisco 8, California

Gentlemen:

On December 28, 1964, we wrote to you concerning release of final payment on Contract No. 6466 awarded to E. F. Philpott for bridge construction on the Milton Creek Bridge on Pittsburg-St. Helens Road (FAS 917) in Columbia County.

Final payment on this contract is $4,046.85 and the total contract amount is $31,769.85. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc E. F. Philpott
7140 S. W. Clinton Street
Tigard, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
DEC 24 1964
FOR FILING

6466

December 22, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed on November 24, 1964, on Contract No. 6466. The contract was with E. F. Philpott and was for work on the Milton Creek Bridge on the Pittsburgh-St. Helens Road Section in Columbia County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 22, 1964, and that you concur in this procedure at the Commission meeting on January 26, 1965.

It is assumed that if you have no objections to this action, and you do not advise to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison

PMS:bjs

FORM E-30 30M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 16, 1964

SUBJECT:

To: Mr. P.M. Stephenson
Ass't. State Highway Engineer

BUILDING

E.F. Philpott completed work on Contract No. 6466, Milton Creek Bridge on the Pittsburgh-St. Helens Road in Columbia County on November 24, 1964. This contract is ready for acceptance by the Commission.

This is a Federal Aid secondary project and does not require concurrence in acceptance by the Bureau of Public Roads.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: D.B. Parkes
F.A. Query

DEC 17 1964
FICE

LOUIS J. WASSER, COMMISSIONER
GOBLE

O. D. CLARK, COMMISSIONER
ST. HELENS

Columbia County Court

JOHN W. WHIPPLE, COUNTY JUDGE
ST. HELENS, OREGON

December 11, 1964

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Mr. A. E. Johnson
Division Engineer
Oregon State Highway Department
Sellwood Station
Portland, Oregon

Dear Mr. Johnson:

The Milton Creek Bridge on F. A. S. 917, Columbia County, was inspected by the State Highway engineer, the County Court and the Roadmaster on December 10, 1964, and is hereby accepted by the Columbia County Court.

Very truly yours,

COLUMBIA COUNTY COURT

By John W. Whipple County Judge

By Louis J Wasser Commissioner

By O. D. Clark Commissioner

FLP/fl
cc: Road Department

Noted

NOTED
E. E. STREAM

NOTED
V. R. [illegible]

RECEIVED
DEC 18 1964
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
AUG 4 1964
FOR FILING
S 421(1)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 27, 1964

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Milton Creek Bridge
Contract No. 6466
F.A.P. # S-521(1)

E.F. Philpott started work on Contract No. 6466, Milton Creek Bridge, Federal Aid Project No. S-521(1) on the Pittsburgh-St. Helen's Road in Columbia County on July 21, 1964.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query
D.B. Parkes
C.H. Maison
L. M. Young

NOTED
FLOYD QUERY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 7-53	F. PR-2 (Rev. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	TATE Oregon
PROJECT REPORT NO. 5-421(1) 6466	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 7-21-64	COUNTY Columbia PROJECT NO. S-521(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Milton Cr. 0.7 Mi. W. St. Helens

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	.019
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 37,444.00	$ 23,500.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. H. Parsons
(Division Engineer)

L.R. Backlund

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer July 21, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid Secondary
Project No. S-521(1)

MILTON [illegible] -
ST. [illegible] (FAS 917) IN [illegible] COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 13, 1964

Type Code X021
Milton Creek Bridge (Br. 13690-[illegible])(Sta. 99+52 to Sta. 100+52)(Contract 6466)

Remove Old Bridge	All Required		$ 4,500.00
Shoring, Cribbing, etc.	All Required		1,000.00
Structural Excavation	330 cu. yds.	5.00	1,650.00
Structural Excavation Below Excavation Shown	25 cu. yds.	10.00	250.00
Class "A" Concrete (266 cu. yds.)	All Required		18,000.00
Metal Reinforcement (55,600 lbs.)	All Required		6,400.00
Metal Parapet Railing	204 lin. ft.	10.00	2,040.00
8-Inch Metal Drain Pipe	40 lin. ft.	5.00	200.00
	Subtotal		$ 34,040.00
	10% Engr. & Cont.		3,404.00
	Total		$ 37,444.00

Length of Structure. . . . . 0.019 miles

Federal Funds.	$ 23,500.00
State Funds.	6,972.00
County Funds	6,972.00
	$ 37,444.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds For Maint: Chap. 529, laws 1939.

Columbia
fas 917

NOTED
R. H. PRANGE

July 14, 1964

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
P. B. Arensmeier

Columbia County Court
Courthouse
St. Helens, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit of $7,700 for the Milton Creek Bridge Section of FAS 917. Contract No. 6466 has been awarded to E. F. Philpott.

A copy of the contract and a set of plans are enclosed. If additional copies are required, please advise us and they will be forwarded immediately.

Very truly yours,

H. S. Cox
County and City Engineer

by

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

[illegible]

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-10-64	CC 297		-1058- 305-~~[illegible]~~-297

INVOICE NUMBER 82062

NOTED
P. E. [illegible]

Columbia County
Courthouse
Saint Helens, Oregon
~~Att: County Court~~

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

NOTED
DON HARWELL

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			7,700.00
Partial transfer of advance deposit for the Wilton Creek Bridge, FAS 917. Covered by agreement dated June 22, 1964.			4,700.00
To be retained			3,000.00

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

RECEIVED
JUL 13 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUE
Cash Received with Request
By

A 150 (REVISED 7-60)

Form A-139-

REGON STATE HIGHWAY DEPARTME

Project Authorization and Record of Work Orders

NOTED
DON HARWELL
$ .421 (1)
?

Section Milton Creek Bridge
Highway Pittsburg-St. Helens Road fo 917
County Columbia
Kind of Work Bridge Construction, Bridge No. 13690A
Contractor E. F. Philpott, 7140 Clinton St. S.W., Tigard, Oregon
Specified Work Days 80

Contract No. 6466
F. A. Project No. S-521(1)
Job Prefix 505-1058
Date of Award July 9, 1964
Division Engineer A. E. Johnson
Resident Engineer George Danforth

CONSTRUCTION AUTHORIZATION

Contract amount .... $ 34,040.00

Additional anticipated items:

RECEIVED
JUL 1
ENGINEER
COUNTY & C

None .... $ .... -0-

NOTED
R. H. PRANCE

NOTED
P. B. [illegible]

NOTED
R. M. ALLISO

Subtotal	$ 34,040.00
Contingencies (4½%)	1,531.80
Construction Engineering (8%)	2,723.20
Subtotal	$ 38,295.00
Credit for maintenance rock	
Total original construction authorization	$ 38,295.00

Authorization increases, approved by Commission: .... $ ....

Total present construction authorization .... $ ....

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

NOTED
B JONES

State Printing

(Continued on reverse side)

RECEIVED
AUG 12 1964
FOR FILING

6466

July 9, 1964

E. F. Philpott
7340 S. W. Clinton St.
Tigard, Oregon

Dear Mr. Philpott:

The State Highway Commission on June 26, 1964, accepted your proposal for the Milton Creek Bridge on the Pittsburg Road in Columbia County for the sum of $34,040.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6466. Contract forms are being prepared and will be mailed to you for execution.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

fp

OFFICE OF
ROADMASTER

COLUMBIA COUNTY ROAD DEPARTMENT
1260 DEER ISLAND ROAD
ST. HELENS, OREGON

PHONE 397-0112

July 8, 1964

RECEIVED
JUL
ENGINEER

NOTED
R. H. PRANCE

Mr. H. S. Cox
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Cox:

We are enclosing Columbia County Road Department Warrant No. 3261 in the amount of $7,700.00. This is in payment of the 20% deposit required from the County for construction of the Milton Creek Bridge project on F. A. S. 917.

Thank you.

Very truly yours,

COLUMBIA COUNTY ROAD DEPARTMENT

Frank L. Patton
Frank L. Patton, Roadmaster

FLP/fl
encl: 1

Tc Hew 7-9-64

NOTED
V. R. JONES

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

June 25, 1964

NOTED
N. S. Cox

NOTED
DON HARWELL

NOTED
P. B. [illegible]

Columbia County Court
Courthouse
St. Helens, Oregon

Gentlemen:

On June 24 a satisfactory bid was received from E. F. Philpott of Tigard for constructing the Milton Creek Bridge Section of FAS 917. As per the agreement between State and County, the following advance deposit is required from the County prior to awarding of a contract:

Bid Items	$34,040.00
12-1/2% Eng'ring & Contingencies	4,255.00
Estimated Total Cost............	$38,295.00
County Advance Deposit:	
20% of $38,295 = $7,659.00 or say	$ 7,700.00

Please make this advance deposit in the amount of $7,700 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

N. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm

bc: R. N. Chase

NOTED
V. R. JONES

RECEIVED
JUN 29 1964

FOR FILING

5-421(1)

6-'64

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
June 22, 1964

FAS-C Construction Agreement
Milton Creek Bridge
FAS 917, Columbia County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Construction Agreement with Columbia County covering the Milton Creek Bridge project on FAS 917 in Columbia County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Columbia County.

Secretary

rn
Attach: 1

Columbia
Fas 917

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

MEMO TO J. W. NASH

Date: May 26, 1964

FAS 917, COLUMBIA COUNTY - Milton Creek Bridge Section

TERMINI: Bridge over Milton Creek 0.7 miles west of FAP 1 in St. Helens.

PROPOSED WORK: Construct a reinforced concrete bridge.

PROJECT LENGTH: 0.19 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$55,000	$33,000	$11,000	$11,000	(County)

EXISTING FACILITIES: Steel pony truss bridge 80' long and 15' wide. Bridge is too narrow for present traffic volume. Route runs through rolling land and is mainly within the city limits of St. Helens and has speed limits of 25 miles per hour in the vicinity of the bridge.

ADJACENT SECTIONS:
[redacted]/EAST END: 20' asphaltic concrete, 28' roadway

[redacted]/WEST END: 20' asphaltic concrete, 28' roadway

PROJECT DATA: Build a reinforced concrete bridge 100' long with 30' clear width and two 5' sidewalks. From the westerly end of the bridge there is a +7.25% grade on a long tangent and an 8° curve 300' easterly from the proposed structure. There is very little hazard from the grades and alignment as this is within a limited speed zone.

RIGHT OF WAY: 60' minimum
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None
PUBLIC HEARING: None

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: Route through suburban and subdivided area in rolling land. Some log hauling and farm to market traffic. School bus, mail route and serves a hospital.

VRJ:eb

JOB RECORD

Name Milton Creek Bridge 4-8-64 Bridge No. 13690A

Section Pittsburg-St. Helens Road Prefix No 805-1487-906

Highway FAS 917 County Columbia

Station 100 Vicinity Map Received 3-26-64 Drwg. No. 19770

Foundation Data Received No Piling Required No

Type of Piling None

Grade & Alignment Checked with Const. Department

Special Clearances, Skew, Etc. 29° Skew

New Alignment No Replace Existing Br. No. 13690

Existing Bridges for Reference

Recommendation-Rdwy. Width 30 Walks 2-5'-0" Rail Type "A" 19478 Loading H20-S16

Spans & Type 30'-40'-30' RCDG

Piers & Footings Spread ftgs. at end bents, interior bents on spread ftgs. with cols. and webwalls.

Detour None required

Railroad or Utility 3" gas main to be carried on structure.

Bank Protection None required

Channel Change None required

Remove Old Bridge Yes, by contractor

Other Special Work

Preliminary Est. $51,500

Remarks Existing bridge to be stockpiled at the County Shop, St. Helens, Ore.

April 8, 1964

RECEIVED
APR 13 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section MILTON CREEK BRIDGE Highway F.A.S. 917 County COLUMBIA Prefix 505-1?-2

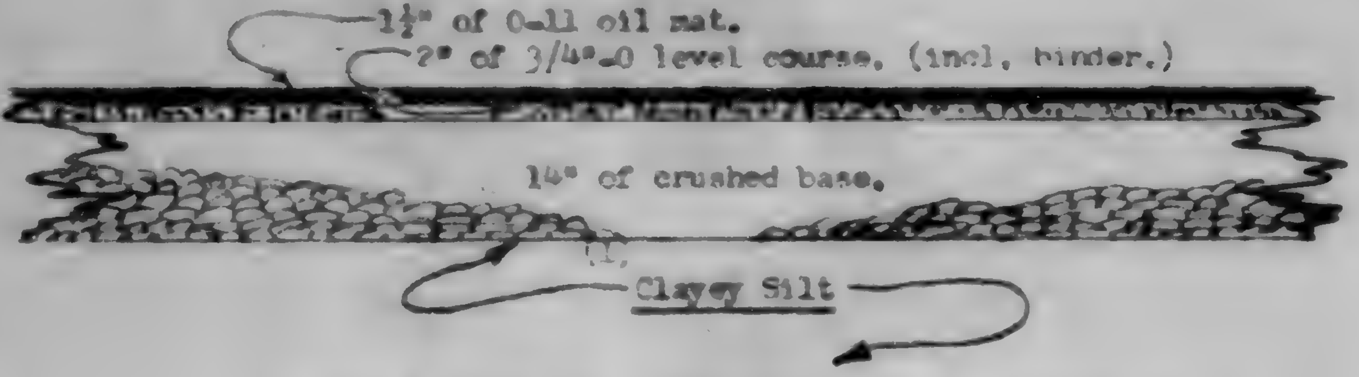
Res. Engr. James W. Cochell Length of Project ____ Miles. Sta. ____ to Sta. ____ Date 4-1-64

TYPICAL SECTIONS Traffic Classif. - MEDIUM HEAVY (Logging Area)

Typical Soil

42	LL
20	PI
99	% P10
77	% P200
1	% Gravel
2	% C Sand
21	% F Sand
48	% Silt
28	% Clay
12	"R" Value (Corrected)

SOIL CLASSIF. - A-7-6 (12)



Columbia County will constructe the road approaches. Project Base Design furnished to assure ample subgrade width.

Required Base & Surf. Crushed	Required Base & Surf. Non Crushed	Designed Base & Surf. Exist. Surf. All.	Designed Base & Surf. New Work	
			1½	O-11
			2	Level
			14	Cr Base
17			17½	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by Columbia County.											

Submitted by J W Yarborough
Resident Engineer

Recommended by G. F. Becker
Asst. Construction Engineer

Recommended by G W Bray
Engineer of Materials

Approved by
Deputy State Highway Engineer

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

MILTON CREEK BRIDGE SECTION
F.A.S. 917
COLUMBIA COUNTY

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM HEAVY Present ADT 100 1980 ADT 850 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)(LOGGING AREA)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual ~~RAINFALL~~ Precipitation 44"±

4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:
Due [illegible] 6, and 12, an oil mat has been selected.

RECEIVED
APR 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
S. C[illegible]
5-11-64

Prefix No. 505-1487

LOCATION PROSPECTUS
MILTON CREEK BRIDGE SECTION
FAS 917, PITTSBURG-ST. HELENS ROAD
COLUMBIA COUNTY

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

HIGHWAY: Pittsburg-St. Helens Road. Federal-aid Secondary No. 917.

TERMINI: Bridge is located approximately 4,000 feet west of M.P. 29.10 (Columbia River Highway) on Pittsburg-St. Helens Road.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for the replacement of an existing bridge. Columbia County will construct the road approaches. The road may be closed during construction; therefore, no detour is required. A State reconnaissance has not been made. Routine soils investigations will be conducted. An economic analysis is not needed. This is a FAS-C bridge replacement project.

CHARACTERISTICS: None available at this time.

STANDARDS: Justification of the proposed structure is based on the condition of the existing bridge and the class of highway is based on the existing roadway rather than projected ADT. Class "E", maximum grade 6 per cent, maximum curvature 18 degrees.

TYPICAL SECTION: 22-foot travel way with 4-foot shoulders.

BRIDGE: Horizontal clearance 30 feet, the County requests 5-foot sidewalks on both sides of the structure.

ACCESS: County road with access determined by Columbia County.

BASE DESIGN: Tentative design for County construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Level
Bottom Course Base	14 "	Coarse Base
Total Depth	17-1/4"	

MATERIAL SOURCE: Local commercial or County.

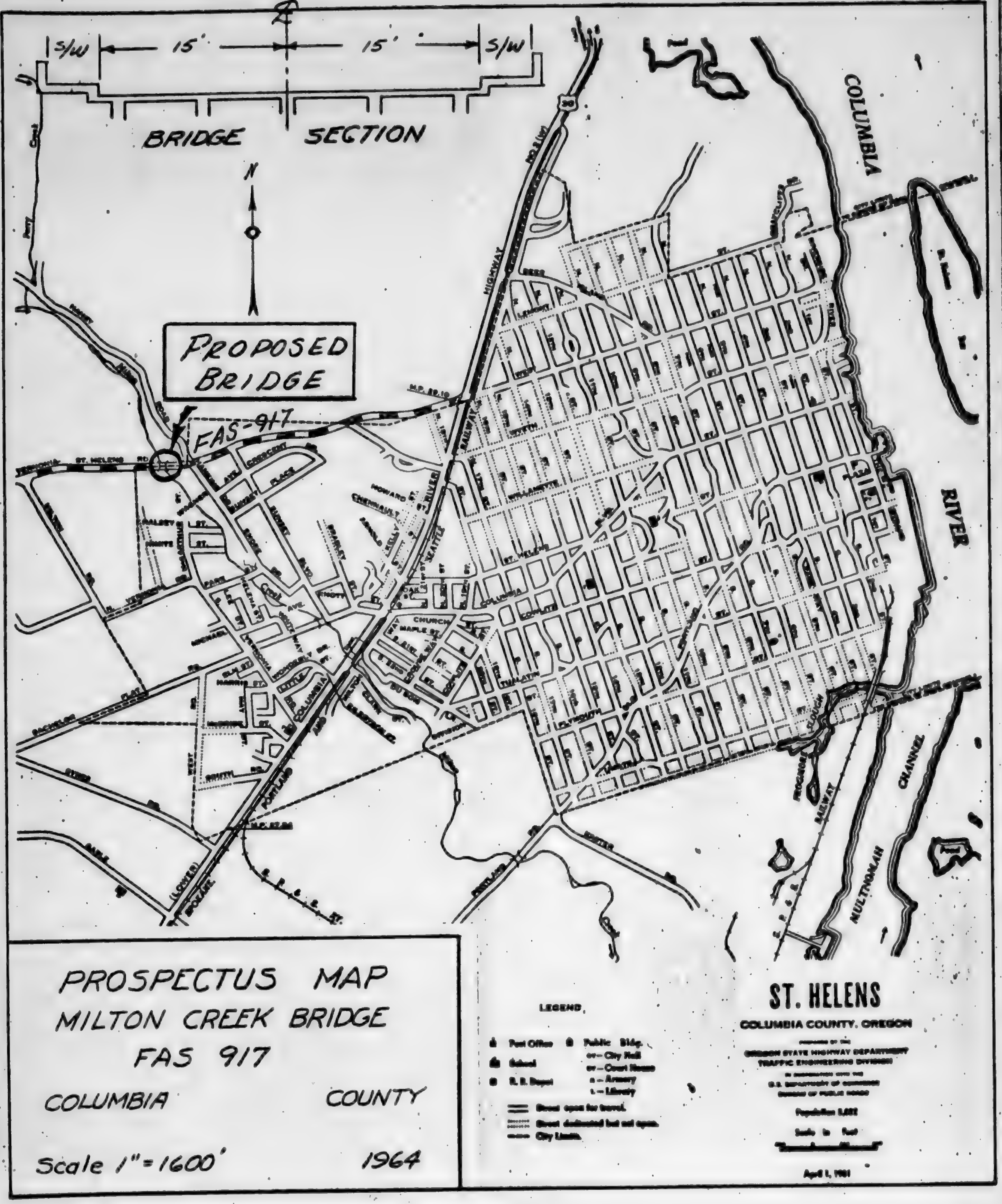
NOTED
V. R. JONES

AGREEMENTS: Routine County FAS-C project. A 3-inch gas main exists and adjustments will be made.

STATE PARKS OR ROADSIDE REST AREAS: None affected.

February 11, 1964
Attachment
cc Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. E. Johnson (3)
Mark Astrup
H. S. Cox ✓
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 13 1964
ENGINEER
COUNTY & CITY DIVISION



S/W
15'
15'
S/W
BRIDGE SECTION
N
PROPOSED BRIDGE
FAS-917
M.P. 29.10
ST. HELENS RD.
HIGHWAY
RAILWAY
PORTLAND
COLUMBIA
CHURCH
MAPLE ST.
TUALATIN
PLYMOUTH
COLUMBIA
RIVER
MULTNOMAH CHANNEL
ST. HELENS
COLUMBIA COUNTY, OREGON
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
LEGEND
Post Office
Public Bldg.
City Hall
Court House
School
Armory
R. R. Depot
Library
Street open for travel.
Street dedicated but not open.
City Limits.
Scale in Feet
April 1, 1961

PROSPECTUS MAP
MILTON CREEK BRIDGE
FAS 917

COLUMBIA COUNTY

Scale 1" = 1600'

1964

1-23-64

COLUMBIA COUNTY
PROPOSED PROJECT (1965 Funds)

FAS 917, Pittsburg-St. Helens Road: Milton Creek Bridge, $40,000.

The proposed project consists of replacing a narrow, 15' wide and 80' long steel pony truss bridge with a bridge 30' wide. The new bridge will be on the same site as the existing structure and the County will construct the approaches and connections. The present bridge carries Inventory No. 13690. The County has requested that bids for the project should be received on the June, 1964, letting.

Comm approved
3-13-64

64-b
1/23/64

BRIDGE PROJECT REQUESTED BY Columbia COUNTY Date January 15, 1964

Is this to be a County project? ___Yes X No

Is this to be an FAS-C project? X Yes ___No

NOTE: For County Road projects, County is required to pay for all items marked with an asterisk.

For FAS projects omit questions marked with an asterisk.

1. County Road Name Pittsburg-St. Helens

FAS Number 917

2. Name of river or stream Milton Creek

3. Name of bridge ____________

4. Location (Please attach map with location marked):

Section 5 Township 4 North Range 1 West W.M.

5. Desired width of bridge 30 feet

6. Are sidewalks desired? X Yes ___No

7. Width of sidewalks 5 feet

8. Is sidewalk desired on upstream side of bridge? x Yes ___No

9. Is sidewalk desired on downstream side of bridge? X Yes ___No

10. Does County wish a particular type of bridge design? ___Yes X No

If "Yes," explain type desired: ____________

11. Will County furnish any materials for bridge? ___Yes X No

Explain: ____________

*12. Does County wish State Highway Department to run survey and prepare vicinity map at County expense? ___Yes ___No

13. Will County run survey and furnish vicinity map? ___Yes X No

14. Will County furnish foundation data? ___Yes X No

5-a

*15. Does County wish State Highway Department to make foundation tests at County expense? ___Yes ___No

16. Can road be closed during construction? _X_Yes ___No

17. Will detour be required? ___Yes _X_No

18. Will detour be constructed and maintained by County? ___Yes ___No

19. Will detour be constructed and maintained by contractor? ___Yes ___No

20. Will County construct approaches or connections? _x_Yes ___No

21. Will contractor construct approaches or connections under contract? ___Yes ___No

22. State width of traveled roadway: 22 feet Width of shoulders: 4 feet

23. Will additional right-of-way be required? ___Yes _X_No
NOTE: Right-of-way costs must be paid by County.

24. Will additional right-of-way be acquired by deed ____, resolution____?

25. Does County wish State to prepare option forms for County's use in acquiring right-of-way? ___Yes ___No

26. Will old bridge remain in place? ___Yes _X_No

27. Will old bridge be removed by contractor? _X_Yes ___No

28. Will old bridge be removed by County? ___Yes _X_No

29. Does County wish old bridge salvaged for future use? _X_Yes ___No

*30. If project is County bridge, does County wish State Highway Department to furnish construction engineering and inspection at County expense?

___Yes ___No

31. Does County wish State Highway Department to advertise and accept bids?

_X_Yes ___No (If County project, bids must be referred to County for County to award contract.)

32. Does County wish lightpost bases and conduit installed? ___Yes _X_No

33. Does County wish complete job of illumination in project? ___Yes _X_No

34. Will any of the following utilities be attached to this structure?

(a) Water mains: ___Yes X No Size_________

(b) Sanitary sewer mains: ___Yes X No Size_________

(c) Storm sewer: ___Yes X No Size_________

(d) Gas mains: X Yes ___No Size 3"

(e) Power lines: ___Yes X No

(f) Telephone lines: ___Yes X No

(g) Other utilities? _________________________

35. What is desired date for letting? June, 1964

Remarks Existing bridge to be stockpiled at the County Shop, St. Helens, Oregon.

By John Whipple
John Whipple, County Judge

By Louis J. Wasser
Louis J. Wasser, County Commissioner

By O D Clark
O. D. Clark, County Commissioner

U-F-003-1 Completion of substruc. for 1965
(14) Steel Spans, Col. R. Br., Astoria-
#6467 Pt. Ellice Sec., US 101 Folder #2

8

June 22, 1978

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

Dear Mr. Green:

Astoria Bridge Projects
F-003-1(15) - Contract 6527
F-003-1(16) - Contract 6268
F-003-1(18) - Contract 6246
UF-003-1(14) - Contracts 6124 & 6467
U-115(16) - Right-of-Way
Your File HAM.1-OR

We will proceed to close the subject projects prior to June 23, 1978 as requested in your May 31 letter.

Very truly yours,

E. S. Hunter
Technical Services Engineer

bc F. B. Klaboe
H. S. Coulter
D. H. Moehring
Vern Skoog
C. T. Keasey

ESH:ja

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

DATE: May 31, 1978

In reply refer to: HAM.1-OR

SUBJECT: Astoria Bridge Projects
F-003-1(15) — Contr. No: 6527
F-003-1(16) — " " 6268
F-003-1(18) — " " 6246
UF-003-1(14) — " " 6124 - 6467
U-115(16) — " " R/W

FROM : G. L. Green, Division Administrator

TO : Mr. F. B. Klaboe, Chief of Operations
Oregon Department of Transportation

We wish to close the subject projects and remove them from our list of completed but unpaid projects. In order to do this we must obtain from you the final vouchers or an indication of what your intentions are in regards to the subject projects.

Please furnish the final vouchers or a statement of your intentions to this office prior to June 23, 1978.

for G. L. Green

6-5-78
Refer to Skoog
by Keasey.

XC: Project Mgt.

WR

Keasey
Jackmond
Hopkins
Williams
Johnson
Glenn

RECEIVED
JUN 2 1978
CONSTRUCTION
BRANCH

NOTED
F. S. HUNTER

RECEIVED
STATE HWY ENGR
JUN - 5 '78
REFER TO
FOR
Info | Invest | O/O | S.R. | Sign | A.t. | File

RECEIVED
TECHNICAL SERVICES
REFER TO
FOR

RECEIVED
[illegible]
REFER TO
FOR

RECEIVED
JUN 5 1978
HIGHWAY ACCOUNTING

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

1859

ROBERT W. STRAUB
GOVERNOR

RECEIVED
STATE HWY ENGR
OCT 18 '77
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

September 21, 1977

Mr. Gene Sandquist
116 West Grand
Astoria, Oregon 97103

Dear Mr. Sandquist:

The State Highway Division has reviewed the possibility of placing flags on the Astoria Bridge similar to those on the Fremont Bridge in Portland.

Due to access problems to the top of the Astoria Bridge and the extreme weather conditions which are encountered at the mouth of the Columbia River, the Highway Division feels the cost and danger to crews are much too high for the benefits to be gained.

Sincerely,

Governor

RWS:cb

bcc: Dept. of Transportation

COPY

6467

February 24, 1976

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM E. S. Hunter
Deputy State Highway Engineer

SUBJECT Astoria Bridge Projects
Memo of February 11, 1976
1041AD.1

In reply to your subject memo, we do not wish to close the subject projects at this time. We may want to submit final vouchers on these projects in the future based on the outcome of our current financial situation. The projects involved are:

6268	F-003-1(16)	Columbia River Bridge (Superstructure)
6246	F-003-1(18)	Desdemona Sands Viaduct
6467	UF-003-1(14)	Astoria Bridge Piers
	U-115(16)	Astoria Bridge (R/W)

CL:ljt

cc: L. W. Rulien
V. E. Skoog
D. H. Swan

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: February 11, 1976

In reply refer to: 1041AD.1

SUBJECT: Astoria Bridge Projects
F-003-1(15)
F-003-1(16)
F-003-1(18)
UF-003-1(14)
U-115(16)

FROM : G. L. Green, Division Administrator

TO : Mr. F. B. Klaboe, Administrator & State Highway Engineer
Salem, Oregon

We wish to close the subject projects and remove them from our list of completed but unpaid projects. In order to do this we must obtain from you the final vouchers or an indication of what your intentions are in regards to the subject projects.

✓ Please furnish the final vouchers or a statement of your intentions to this office prior to March 1, 1976.

For G. L. Green

PROJECT MANAGEMENT
FEB 12 '76
REFER TO
[illegible]
FOR
Info ☐ Investigate ☐ R/D ☐ Action ☒ File ☐ Letter ☐ See me ☐

RECEIVED
STATE HWY ENGR
FEB 12 '76
REFER TO
[illegible]
FOR

NOTED
D. E. SWAN

6467

May 3, 1972

Mr. Robert D. Germann
Manager, Marine Department
Marsh & McLennan, Inc.
1100 Georgia-Pacific Building
Portland, OR 97204

Dear Mr. Germann:

Relative to your April 27 letter, we have, through use of the Oregon State Highway Division price index, determined a replacement value for the portion of the Astoria-Megler bridge covered by the current insurance policy.

The original cost of construction was $22,896,000. The Oregon State Highway Division price index for structures for 1966 was 91.7 and for 1971 the index had increased to 129.4. Prorated to June 1972, the index would be 136.9; thus, the increases from 1966 to June of 1972 would be 49 percent. This, applied to the original construction cost, gives a replacement cost of $34,115,000. The present replacement value of the portion of the bridge involved is $27,292,000.

I trust this is the information you require in order to obtain the best renewal for this structure.

Very truly yours,

George H. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

Attachments
cc A. E. Johnson
F. B. Klaboe
V. E. Skoog
W. J. Hart
Floyd Query
RWE:ag ms

ASTORIA BRIDGE
Bridge No. 7949

Bridge Opened to Traffic 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong)	11/5/72 - 4/13/64		
	RWE Estimate of work completed		$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
		Engineering		$ 725,000
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond)	7/30/64 - 12/5/65		
	Final Estimate		$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Super-structure	4-1805 (U.S. SteelCorp)	12/16/63 - 11/9/66		
	Final Estimate		$10,203,343.11	$10,203,343
		Engineering		$ 258,681
6246 Viaduct	4-1804 (P-G)	8/2/63 - 9/15/65		
	Final Estimate		$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
		Engineering		208,992
6499 Oregon Approach	4-1099(Pacific Conc.)	11/10/64 - 5/27/66		
	Final Estimate		$ 1,212,493.89	
6527 Riprap	4-1807(Umpqua R. Navigation Co.)	1/18/65 - 2/27/67		
	Final Estimate		$ 906,587.25	
				$22,896,277

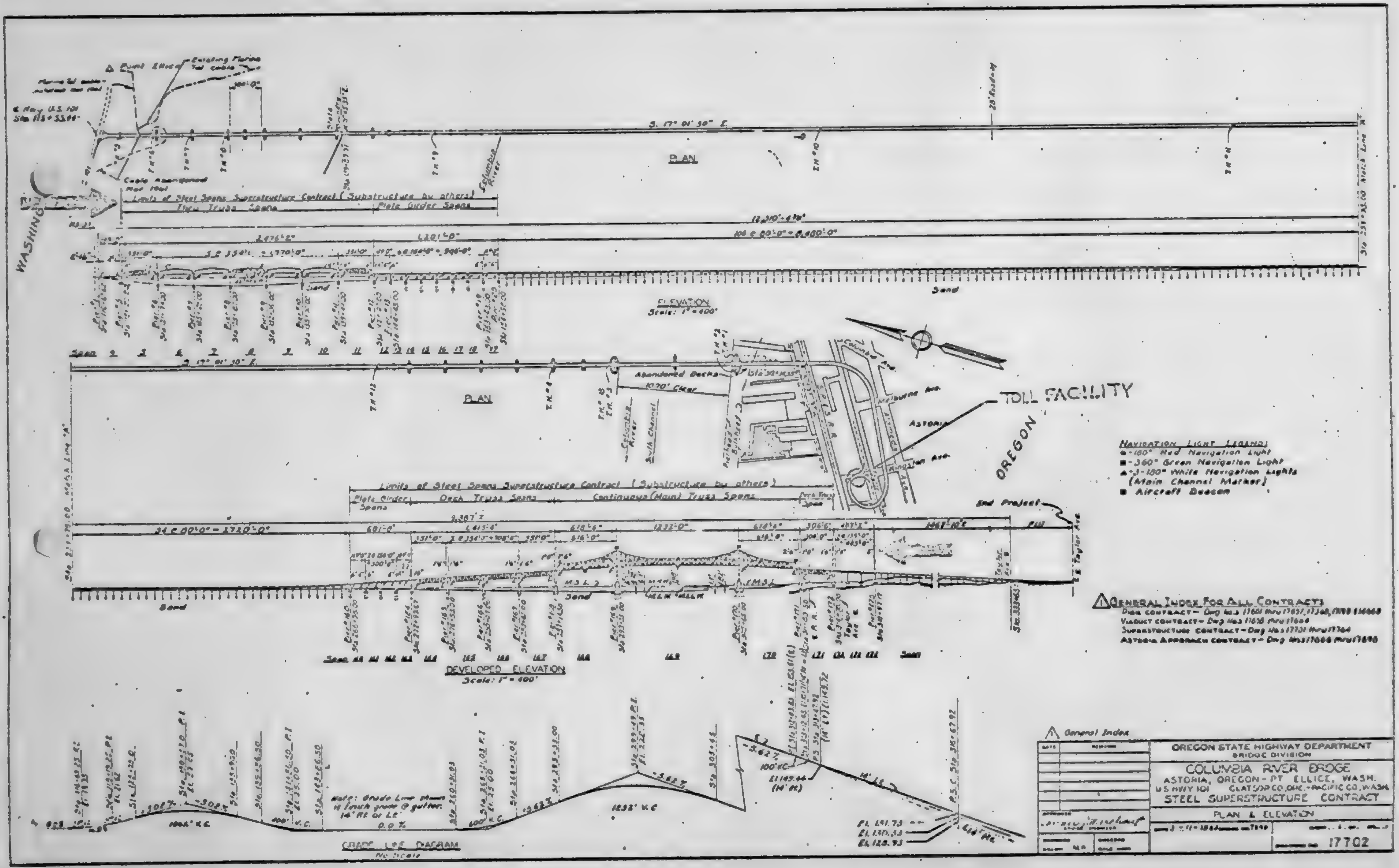
Oregon State Highway Division Price Index 1966 - 91.7
Ave. 1971 - 129.4
Projected to June 1972 - 136.9
Difference = 136.9 - 91.7 = 45.2 = 49%

22,896,277 x .49 = $11,219,176
$34,115,453

80% Replacement Value = $27,292,362

LIMITS OF INSURED STRUCTURE

FROM STA 118+21 INCL PIER #5
TO STA 318+97.7 INCL PIER #175
PLUS TOLL COLLECTION FACILITY AT STA 338+50



WASHINGTON
Point Ellice
Existing Marine Tel. Cable
Cable Abandoned
PLAN
S. 17° 01' 30" E.
Limits of Steel Spans Superstructure Contract (Substructure by others)
Thru Truss Spans
Plate Girder Spans
Columbia River
28' Roadway
Sand
ELEVATION
Scale: 1" = 400'
Abandoned Docks
107.0' Clear
South Channel
Pierhead & Bulkhead
Astoria
Melbourne Ave.
Kingston Ave.
TOLL FACILITY
OREGON
Limits of Steel Spans Superstructure Contract (Substructure by others)
Plate Girder Spans
Deck Truss Spans
Continuous (Main) Truss Spans
Deck Truss Span
End Project
Fill
Taylor Ave.
M.S.L.
DEVELOPED ELEVATION
Scale: 1" = 400'
Note: Grade Line shown is finish grade @ gutter, 14' Rt or Lt.
GRADE LINE DIAGRAM
No Scale

NAVIGATION LIGHT LEGEND:
● - 180° Red Navigation Light
■ - 360° Green Navigation Light
▲ - 3 - 180° White Navigation Lights (Main Channel Marker)
■ Aircraft Beacon

△ GENERAL INDEX FOR ALL CONTRACTS
Pier contract – Dwg Nos 11601 thru 11651, 11368, 11398, 11666
Viaduct contract – Dwg Nos 11658 thru 11664
Superstructure contract – Dwg Nos 17731 thru 17764
Astoria Approach contract – Dwg Nos 17666 thru 17698

△ General Index

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION
COLUMBIA RIVER BRIDGE
ASTORIA, OREGON - PT. ELLICE, WASH.
US HWY 101 CLATSOP CO., ORE. - PACIFIC CO., WASH.
STEEL SUPERSTRUCTURE CONTRACT
PLAN & ELEVATION
17702

CABLE ADDRESS: MARMAC
ESTABLISHED 1871
AREA CODE (503) 224-3000

MARSH & McLENNAN, INC.
OF OREGON
INSURANCE
1100 GEORGIA-PACIFIC BUILDING
PORTLAND, OREGON 97204

April 27, 1972

State of Oregon
State Highway Commission
Highway Building
Salem, Oregon 97310

Attention: Mr. Tom Edwards

Re: ASTORIA-MEGLER BRIDGE
July 29, 1972 expiration

Dear Mr. Edwards:

This is to confirm our phone discussion of April 26, 1972.

The present 80% Replacement Value of the Bridge is $19,597,612.

In order to secure the best renewal rate for the State of Oregon we need to contact Insurance Companies well in advance of the expiration. I am tentatively planning to be in San Francisco next week to begin negotiations for the renewal, and as I mentioned, we need confirmation of the renewal value in our discussions with underwriters.

For a ballpark indication we trended the value in this office using Marshall Stevens and arrived at a trend factor of 1.199 or a revised replacement cost of $29,369,722.

Thanks very much for your assistance.

Very truly yours,

Bob Germann

Robert D. Germann
Manager - Marine Department

RECEIVED
APR 28 1972
BRIDGE DIVISION

RDG/gb

RECEIVED
APR 28 1972
OFFICE OF
STATE HIGHWAY ENGINEER

Wait Hart
RA suggested new value
answer Monday 5/1/72 ✓

RECEIVED
APR 25 1969
FOR FILING

ASTORIA BRIDGE
Bridge #7949

Traffic over Bridge 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong) RWE Estimate of work completed	11/5/62 - 4/13/64	$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond) Final Estimate	7/30/64 - 12/5/65	$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Super-structure	4-1805 (U.S. Steel Corp.) Final Estimate	12/16/63 - 11/9/66	$10,203,343.11	$10,203,343
6246 Viaduct	4-1804 (P-G) Final Estimate	8/2/63 - 9/15/65	$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
6499 Oregon Approach	4-1099 (Pacific Conc.) Final Estimate	11/10/64 - 5/27/66	$ 1,212,493.89	
6527 Riprap	4-1807 (Umpqua R. Navigation Co.) Final Estimate	1/18/65 - 2/27/67	$ 906,587.25	
				$21,703,604

Oregon State Hwy. Dept. Price Index 1966 - 352
1969 - 376
Difference 24 = 7% $ 1,519,252

1969 Replacement Value $23,222,856

NOTED
TOM EDWARDS

RECEIVED
SEP 3 1968

Form FH-12 (4-67)

UNITED STATES GOVERNMENT
FOR FILING
Memorandum

U-F-3-1(14)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: August 30, 1968

In reply refer to: 08-35.1/120-FA

TO 6467 : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Astoria - Megler Bridge

~~Hold for further word from Simpson~~ R.C.

file 9-30-68

NOTED R. L. PORTER

Programs have been approved and funds obligated, Stage 2, in the amounts shown below:

U-115(16), Astoria Bridge ROW	1,500
U-F-3-1(14), Astoria Bridge Piers 6467	60,595
F-3-1(15), Riprap Piers - 6527	2,966
F-3-1(16), Superstructure - 6268	77,938
F-3-1(18), Desdemona Sands Viaduct 6246	29,084

The Federal-aid funds obligated ($172,083) are available for reimbursement upon completion of a project agreement. The program was approved at the request of the Washington office as a result of a staff meeting in Administrator Whitton's office on March 28, 1962 following a discussion with you. The amount of Federal funds was left open pending a decision to be made by the State at a later date.

Inasmuch as the funds have been obligated and withdrawn from Federal-aid funds allocated to the State, it is requested that project agreements be executed and vouchers drawn to the extent of the funds you prefer to commit, since the work has been done. This office has no objections to leaving the funds at the level now obligated, but is unwilling to have the funds obligated and not covered by project agreement.

If you desire to be reimbursed to the extent of the obligated funds, an adjustment can be made if considered desirable after the present law suit has been resolved; however, with limited Federal funds presently committed, Federal funds could be collected with less effort by adjusting the present program on the basis of construction costs rather than supplying supporting information on the basis of a court claim.

Please advise concerning your desires in connection with these projects.

RECEIVED
SEP 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 18 1967
FOR FILING

U-F-113-K1
1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 8, 1967

Oregon State Highway Commission

Re: Institution of Legal
Proceedings against State

Gentlemen:

In addition to the cases set forth in my letter to you of December 5, 1967, reporting new legal proceedings against the Commission or its employees, the following cases have been filed and served on the Commission Secretary:

Raymond International, Inc., vs. State of Oregon, by and through its State Highway Commission, L-5668: The complaint was filed by the plaintiff in the Circuit Court of Multnomah County and involves Raymond International's claims for additional compensation in performing contract No. 6467. The contract, as you will recall, was awarded to complete the piers for the Astoria Bridge after the default by the DeLong Corporation.

The complaint requests the payment of $940,412.32, together with such additional amount as may be due the plaintiff for certain equipment which the plaintiff purchased from the DeLong Corporation for use during the construction of the Astoria Bridge.

On October 22, 1965, Raymond International filed a claim with the State Highway Department in the sum of $919,746.73. This claim was rejected by the Department. The complaint substantially sets forth, as separate claims, all of the original claims made by plaintiff in its letter of October 22, 1965. A copy of the statement of claims from the October 1965 letter is attached hereto for your information.

Since the case was filed in Multnomah County we will immediately move to have it transferred to Marion County for the proper venue and also because the DeLong case is presently pending in Marion County.

United States Steel Corporation vs. State of Oregon, by and through its State Highway Commission, File L-5562: This complaint was filed in the Circuit Court of Multnomah County and constitutes a claim by the plaintiff against the state under contract No. 6268 which covered the erection of the superstructure on the Astoria Bridge. The claim is in the sum of $1,049,304.25 which the plaintiff alleges is its delay damages.

The claim for delay damages is based on the grounds that the state did not furnish the substructure for the steel work within the time agreed in the contract. The plaintiff's contract was to have been completed by November 30, 1965, but due to the delay it was not completed until December 2, 1966.

The claim was previously submitted to the Highway Department, but was rejected on the basis that the DeLong Corporation and not the state is liable for any damages the plaintiff incurred by reason of DeLong's default.

Since this case was filed in Multnomah County we have moved for a change of venue to Marion County for the same reasons mentioned in the above Raymond International case.

Very truly yours,

G. E. ROHDE
Chief Counsel

FCMcK:ks
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. C. H. Maison
Mr. E. S. Hunter
Mr. Robert Y. Thornton

Columbia River Bridge
Contract No. 6467

ITEMIZED STATEMENT OF CLAIMS FOR ADDITIONAL COMPENSATION

RAC-1	Request for Contract Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 through 20.	$ 82,206.55
RAC-2	Request for Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.	154,664.13
RAC-3	Request for Additional Compensation to Rehabilitate State Furnished Forms used in Precast Piers.	79,456.70
RAC-4	Request for Additional Compensation for Extra Expense Incurred in the Placement of Rock for Scour Protection.	50,000.00
RAC-5	Request for Contract Adjustment of Payment Quantities for Item 31A, Rock Backfill, at Piers 18,19 and 20.	1,798.00
RAC-6	Request for Additional Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.	26,107.20
RAC-7	Request for Additional Compensation for Extra Expense Incurred in the Placement of Upper Section of Downstream Precast Shell, Pier 7.	13,058.19
RAC-8	Request for Additional Compensation for Extra Expense Incurred by Core Drilling vs. Percussion Drilling.	1,892.90
RAC-9	Request for Additional Compensation for Removal and Replacement of Seal Concrete and Intrusion Aggregate in Pier 169.	271,733.30
RAC-10	Request for Contract Adjustment of Payment Quantities for Extra Cement in Intrusion Concrete, Pier 169.	9,853.06
RAC-11	Request for Additional Compensation for Changed Conditions Encountered in Cofferdam for Pier 169.	3,789.47
RAC-12	Request for Additional Compensation for Extra Expense Incurred in Maintenance of Navigation Aids and Protection.	57,999.28

RAC-13	Request for Additional Compensation as Reimbursement for Costs of Materials Purported to be Furnished by the State at no cost to the Contractor.	Contingent
RAC-14	Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 Occasioned by the Action of the State or its Authorized Representatives.	Contingent
RAC-15	Request for Additional Compensation as Reimbursement for Extra Costs of Consequential Effects Occasioned by Actions of the State or its Authorized Representatives.	$167,187.95

RECEIVED DEC 14 1967

- 3 - 67

Dessner OSHD (Klaboe)
OSHD (Edwards)
Area Engr Region
Wash DC

BUREAU OF PUBLIC ROADS

FINAL REPORT

(PPM 20-6.1)

gyh

REGION NO. 8 U-F-003	REPORT NO. 24 -1(14)	COUNTY Clatsop Pacific	DIVISION Oregon Washington
DATE OF REPORT 11-3-67 6-4-67	REPORT MADE BY R. W. Pillsbury, Bridge Engineer		PROJECT NO. U-F-003-1(14)
COMPLETION DATE 12-5-66	ACCEPTANCE DATE BY CONTRACTING AGENCY 3-30-67	TIME ELAPSED Varies	APPROVED EXTENSION(S) None
CONTRACT TIME Varies	LOCATION See Below		

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

~~Compliance reviews made indicate that all applicable contract requirements relative to wage rates, payroll submissions and labor provisions have been met.~~

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

COLUMBIA RIVER BRIDGE (ASTORIA)
Substructure for Steel Spans

This project was the first unit of the $23,500,000 Astoria Bridge across the mouth of the Columbia River. The 4.1-mile long bridge carries US 101 traffic from Oregon to Washington, replacing a State-operated ferry fleet. This project was for the construction of 32 concrete piers, and a 3-span RCBG superstructure over Taylor Avenue in Astoria. The piers to be constructed included Nos. 5 through 20 and Nos. 160 through 172. These piers support the steel superstructure spans including a 612-1232-612 continuous truss series and other miscellaneous through and deck trusses and plate girder spans. Project termini are Stas 118+20.83 to 139+89.91 in Washington and Stas 139+89.91 to 154+98 and 266+98 to 318+97.17 in Oregon. It should also be noted that the bridge will be a toll facility and is a bond financed joint Oregon and Washington project. Token Federal participation of 1% has been programed.

(more)

The project has been completed in substantial conformity with the approved plans and specifications, including authorized changes and extra work.

Original signed by
R. W. PILLSBURY

Acceptance of the project is recommended. as noted.

R. W. Pillsbury ~~Area~~ Engineer
Bridge

Project Accepted ~~11-3-67~~
Date
as noted

A. W. Parsons Division Engineer

Morgan 12-7-67

This substructure contract was originally awarded to the DeLong Corporation, New York City, for $7,868,000 on June 29, 1962. The contract was terminated as explained below by the State on April 9, 1964 after about 52% of the work was completed and several time counts overrun. The entire contract was to have been finished by June 30, 1964. The remaining work, plus repair of some work previously undertaken by the DeLong Corp. was advertised and awarded to Raymond International, Inc., New York City, for $5,358,964. This second contract increased the cost of the substructure by some two-million dollars over what was originally bid. The work under the Raymond International Inc. contract was completed December 5, 1966 at an estimated cost of $5,332,150, a minor underrun of the bid amount.

The first contract was terminated for "willful failure or refusal of the DeLong Corporation to faithfully perform the contract according to all its terms and conditions...." Prior to the termination of the contract the DeLong Corporation filed a suit against the State charging, among other things, that the plans and engineering were poor. The State later filed a countersuit to collect money for damages which they allege resulted from the terminated contract. Both suits are still pending in the courts. It now has been reported that Raymond International has filed a one-million doller suit against the State. Specific details about the suit are not known yet.

After the first contract was terminated the Bureau informed the State that it would approve no further actions by the State relating to the cancelled portion of the original contract. As a result of this position approval was not given on any price agreements, etc. that were issued for the second contract. It also is the reason, presumably, why the Bureau was not asked to participate in a 30-day time extension later granted Raymond International, Inc.

The second contract listed five contract time counts for separate phases of the work as listed in the Final Construction Inspection Report. Unit 2 overran some 45 days and Unit 3 overran some 8 days. The overruns were concurrent. The State is reported to have granted a 30-day extension, which was not submitted for Bureau approval, and charged 16 days liquidated damages at $2,000 per day for the remaining overrun.

(more)

The following is a list of price agreements, extra work orders and State force orders for the two contracts giving a brief discription of each and noting action taken by the Bureau as of this date:

DeLong Contract No. 6124

PA #1, $483.00 to construct a portable field office - Engineering item.
PA #2, $742.00 to construct a retaining wall from Stas 318+10 to 318+40 - approved by BPR
PA #3, $0 to estalbish a cement price for a later cement adjustment - approved.
PA #4, $423.00 to install conduit and junction boxes - approved
PA #5 & #6 - not included in Bureau files.
PA #7, $406.00 to construct survey shed - Engineering item
EWO #1, $2,400.00 to install subdrainage system at Pier 175 - approved.
EWO #2, & supplemental, $200,000 to control erosion at Pier 169 - submitted for information only.
EWO #3, $300.00 to alter hinge beam Pier 175 - for information only.
EWO #4, $300.00 to build drill platforms and place drilling equipment to core drill seals at Pier 169 - approved.
SFO #1 - #8, not included in files.
SFO #9, $30,000 to core drill seals at Pier 169 - for information only.

Raymond International Contract No. 6467

(All orders submitted for information only)

PA #1, Not included in Bureau files.
PA #2, $54.20 to cut off piles at Pier 168.
PA #3, $542.11 to jet test tremie seal test block.
PA #4, $ -6,300.00 to reimburse State for cofferdam piling damaged at Pier 169.
PA #5, $211.50 to install conduit and junction boxes at Pier 169.
PA #6 & #7, not included in Bureau files.
PA #8, $10,000 to remove spoil pile at Pier 170.
PA #9, $200.00 to core drill Pier 168 So. column.
PA #10, not included in Bureau files.
PA #11, $7,360.00 to remove survey towers
PA #12, $0, to establish cement price for cement adjustment.
PA #13, $1,880.00 to furnish and install suitable bolts in fenders at Piers 169 and 170.
PA #14, $0, to establish a price for mineral filler Pier 168 and 169 seal.

(more)

PA #15, $215.00 to install different type bolts in Pier 169 fender.
PA #16, $ -46.40 to pay State for material deleted by plan changes.
PA #17, $4,836.17 to compensate contractor for State delays at Pier 19 and to repair damage done to Pier 169 cofferdam.
EWO #1, $600.00 to repair concrete bells and caps.
EWO #2, $3,100.00 to cut off piling at Pier 7.
EWO #3, $8,800.00 to alter foundation piling at Pier 8.
EWO #4, $2,000.00 to repair precast shell for Pier 167.
EWO #5, $25,000.00 to position precast shell at Pier 7.
EWO #6, $1,900.00 to cut off piling in Pier 6.
EWO #7, $2,000.00 to repair precast shell Pier 164.
EWO #8, $1,000.00 to cut off piling Pier 10.
EWO #9, $8,000.00 to trim and load sheet piles from Pier 169.
EWO #10, $250.00 to install conduit at Pier 169.
EWO #11, $1,000.00 to repair foundation at Pier 10.
EWO #12, not included in files.
EWO #13, $7,300.00 to rethread bolts for Pier 169 and 170 fender.
EWO #14, $1,425.00 to reinforce Pier 169 fender.
SFO #1, $3,300.00 to install walkway on fenders Piers 169 and 170.
SFO #2, Not included in files.

The only contract item quantities which had significant variations on the Raymond International, Inc. contract included:

Item 2, Structural Excavation, 750 % overrun
Item 20B, Metal Reinforcement, 44% underrun
Item 83A, Metal Reinforcement, 45% underrun

The Structural Excavation overrun was caused by a raising of the river bottom between the time of the estimate and the time the work was done. This affected only the Pier 5 work. The Metal reinforcement underrun was caused by the deletion of dowels in the precast pier shells when the number of component parts of the individual shells was reduced.

Acceptance of the project work is recommended at this time with the understanding that no Federal funds can be paid until the project agreement and other documents are submitted and approved. Only a token payment of 1% Federal funds is presently authorized under Mr. Williams' May 9, 1962 memorandum; however, this percentage may be increased pending Bureau approval. The above applies to all projects concerning the main portion of this bridge. In addition no payment will be made on the cancelled portion of the original substructure contract of this project until litigation is completed or settlement reached and then only after approval of documents supporting the State's request for payment.

(more)

In addition to the above, the matter of the right of way encroachment by the Johnson Plumbing Company building must be resolved. This problem is currently being worked on by appropriate State and Bureau offices and a satisfactory solution is expected within the next several months.

RECEIVED
OCT 26 1967
FOR FILING

U-F-003-1(14)

6467

October 25, 1967

Krause, Lindsay & Nahstoll
Attorneys at Law
Ninth Floor, Loyalty Building
Portland, Oregon 97204

Attention: Mr. Dennis Lindsay

Gentlemen:

Thank you for your letter of October 24 stating that Raymond International, Inc., has made a satisfactory adjustment and payment of the additional amounts as set forth in the General Construction Company's amended claim letter dated August 29, 1967.

You also mentioned that accordingly the only present claim of General Construction Company against Raymond International, Inc., is that set forth in your original claim letter of July 26, 1967. You state this is in connection with the Raymond International, Inc., Contract No. 6467 for completion of the substructure for steel spans on the Columbia River Bridge on the Oregon Coast Highway in Clatsop and Pacific Counties.

We will make this notation in our records and will notify the surety, agent and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:wln

cc Federal Insurance Company
Victor S. Risley Company
Raymond International Inc.

Commissioners
George Rohde

Noted on card
W.H.

KRAUSE, LINDSAY & NAHSTOLL
ATTORNEYS AT LAW
NINTH FLOOR, LOYALTY BUILDING
PORTLAND, OREGON 97204
226-1191

GUNTHER F. KRAUSE
DENNIS LINDSAY
R. W. NAHSTOLL
DONALD G. KRAUSE
LEON GABINET
WM. H. POOLE
CARL R. NEIL
JERARD S. WEIGLER
RICHARD WM. DAVIS
PATRICK M. SMITH
JONATHAN A. ATER

ROBERT B. DUNCAN
COUNSEL

October 24, 1967

Oregon State Highway Commission
Salem, Oregon 97310

Attention: Mr. Floyd Query
Secretary

Re: Oregon State Highway Department
Contract No. 6467
Subcontract between Raymond
International, Inc. and General
Construction Company for Pier
Fenders at Piers 169 and 170
Astoria-Megler Bridge

Gentlemen:

Please refer to our letter of August 29, 1967 amending our previous claim letter of July 26, 1967.

This will advise you that Raymond International, Inc. has made a satisfactory adjustment and payment of the additional amounts therein set forth and that accordingly the only present claim of General Construction Company against Raymond International, Inc. is that set forth in our original claim letter of July 26, 1967.

A copy of this letter is being sent to the Secretary of States for filing as well as to the Federal Insurance Company through Victor S. Risley Company, Board of Trade Building, Portland.

Yours very truly,

Dennis Lindsay

RECEIVED
OCT 25 1967
OREGON
STATE HIGHWAY COMMISSION

DL/jlw
cc: Secretary of State
Federal Insurance Company
Raymond International, Inc.
General Construction Company

RECEIVED
OCT 1 2 1967
FOR FILING

U-F-003-1(14)

6467

October 11, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. U-F-003-1(14)

Dear Sir:

Your December 15, 1966 endorsement noted that contract work on Contract No. 6467, Columbia River Br. (Astoria) Completion of Substructure Section, in Clatsop County, Federal-Aid Project No. U-F-003-1(14) was satisfactory. The State Highway Commission authorized acceptance of the contract as of March 30, 1967.

Attached or listed below are the data necessary for your acceptance of the project.

There was no participating work under State Force Order by State Forces or others.

Attachments are as follows:

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: C. H. Maison
I. D. Merchant
R. N. Chase

BMW:ia

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
SEP 6 1967

RECEIVED
SEP 5 10 52 AM '67
CLAY MYERS
SECRETARY OF STATE

FILED
SEP 5 1967
CLAY MYERS
SECRETARY OF STATE

11-F-133-1(14)
6467

September 1, 1967

Krause, Lindsay & Nahstoll
Attorneys at Law
Ninth Floor, Loyalty Building
Portland, Oregon 97204

Attention: Mr. Dennis Lindsay

[illegible] CARD

Gentlemen:

This is to acknowledge receipt of your letter of August 29 amending your previous claim letter of July 26, 1967, on behalf of General Construction Company stating that Raymond International, Inc., owes them additional amounts as follows:

1. The sum of $598.98 (as per General Construction Company's invoice No. 10-33, dated October 31, 1966), together with interest thereon at the rate of 6 per cent per annum from November 30, 1966 until paid;
2. The sum of $2,380.95 (as per General Construction Company's invoice No. 11-41, dated November 30, 1966), together with interest thereon at the rate of 6 per cent per annum from December 30, 1966 until paid;
3. The sum of $561.11 (as per General Construction Company's invoice No. 12-31, dated December 28, 1966), together with interest thereon at the rate of 6 per cent per annum from January 28, 1967 until paid.

Krause, Lindsay & Nahstoll
Page 2
September 1, 1967

This appears to be in connection with the Raymond International, Inc., Contract No. 6467 for completion of the substructure for steel spans on the Columbia River Bridge on the Oregon Coast Highway in Clatsop and Pacific Counties.

The Federal Insurance Company through Victor S. Risley Company, Board of Trade Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your amended claim and we will forward it to the Secretary of State for filing.

Please let us know when your client's claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Federal Insurance Company
[illegible] Norton Building
Seattle, Washington [illegible]

Victor S. Risley Company
Board of Trade Building
Portland 4, Oregon

Raymond International Inc.
[illegible] Cedar Street
New York, New York [illegible]

✓Hon. Clay Myers - Please acknowledge receipt of the
attached claim on the enclosed letter.

Commissioner
George [illegible]

RECEIVED
SEP - 6 1967
OREGON
STATE HIGHWAY COMMISSION

KRAUSE, LINDSAY & NAHSTOLL
ATTORNEYS AT LAW
NINTH FLOOR, LOYALTY BUILDING
PORTLAND, OREGON 97204
226-1191

GUNTHER F. KRAUSE
DENNIS LINDSAY
R. W. NAHSTOLL
DONALD G. KRAUSE
LEON GABINET
WM. H. POOLE
CARL R. NEIL
JERARD S. WEIGLER
FREDRIC R. MERRILL
RICHARD WM. DAVIS
PATRICK M. SMITH
JONATHAN A. ATER

ROBERT B. DUNCAN
COUNSEL

August 29, 1967

HAND DELIVERY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Oregon State Highway Department
Contract No. 6467
Subcontract between Raymond
International, Inc. and
General Construction Company
For Pier Fenders at Piers 169
and 170 - Astoria-Megler Bridge

Gentlemen:

Please refer to our claim letter of July 26, 1967 on behalf of General Construction and to your reply letter dated August 3, 1967.

The purpose of this letter is to amend our previous claim letter of July 26 by adding thereto the following additional amounts due General Construction Company by Raymond International, Inc., namely:

1. The sum of $598.98 (as per General Construction Company's invoice No. 10-33, dated October 31, 1966), together with interest thereon at the rate of 6 per cent per annum from November 30, 1966 until paid;

2. The sum of $2,380.95 (as per General Construction Company's invoice No. 11-41, dated November 30, 1966), together with interest thereon at the rate of 6 per cent per annum from December 30, 1966 until paid;

3. The sum of $561.11 (as per General Construction Company's invoice No. 12-31, dated December 28, 1966), together with interest thereon at the rate of 6 per cent per annum from January 28, 1967 until paid.

Yours very truly,

Dennis Lindsay

Dennis Lindsay

DL/jlw

Receipt of the foregoing amended additional claim is hereby acknowledged this 30th day of August, 1967.

Oregon State Highway Commission

By (Copy signed by C.W. Head) 8-30-67

RECEIVED
AUG 30 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-128

RECEIVED
AUG 1 0 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

U-F-CC-1(14)

Claim File # 4317

6467

FILED
JUL 2 8 1967
CLAY MYERS
SECRETARY OF STATE

RECEIVED
AUG 4 8 16 AM '67
CLAY MYERS
SECRETARY OF STATE

August 3, 1967

Krause, Lindsay and Nahstoll
Attorneys at Law
Ninth Floor, Loyalty Building
Portland, Oregon 97204

NOTE ON CARD
wl

Attention: Mr. Dennis Lindsay

Gentlemen:

This is in reply to your claim letter of July 26 on behalf of General Construction Company stating that Raymond International Inc. owes them various amounts described as follows:

> $10,166.75 with interest at the rate of 6 per cent per annum due on the sum of $3,906.41 from December 30, 1965, and on the sum of $6,261.34 from December 28, 1966, until paid, as per General Construction Company's Invoices No. 12-33 dated December 30, 1965, and No. 12-35 dated December 28, 1966.

This appears to be in reference to the Raymond International Inc., Contract No. 6467, for completion of substructure for steel spans on the Columbia River Bridge of the Oregon Coast Highway in Clatsop County, Oregon.

The Federal Insurance Company through Victor S. Risley Company, Board of Trade Building, Portland, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing. The Secretary of State's office has informed us that they have received your client's claim and filed it on July 28, 1967. Your claim was assigned their File No. 4317.

Please let us know when your client's claim has been satisfied.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Company
417 Norton Building
Seattle, Washington 98104

Victor S. Risley Company
Board of Trade Building
Portland 4, Oregon

Raymond International Inc.
140 Cedar Street
New York, New York 10006

✓ Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed letter.

NOTED
C. W. HEAD

RECEIVED
AUG 7 1967
OREGON
STATE HIGHWAY COMMISSION

KRAUSE, LINDSAY & NAHSTOLL
ATTORNEYS AT LAW
NINTH FLOOR, LOYALTY BUILDING
PORTLAND, OREGON 97204
226-1191

GUNTHER F. KRAUSE
DENNIS LINDSAY
R. W. NAHSTOLL
DONALD G. KRAUSE
LEON GABINET
WM. H. POOLE
CARL R. NEIL
JERARD S. WEIGLER
FREDRIC R. MERRILL
RICHARD WM. DAVIS
PATRICK M. SMITH
JONATHAN A. ATER

ROBERT B. DUNCAN
COUNSEL

July 26, 1967

CERTIFIED MAIL

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Oregon State Highway Department
Contract No. 6467
Subcontract between Raymond
International, Inc. and
General Construction Company
For Pier Fenders at Piers 169
and 170 - Astoria-Megler Bridge

Gentlemen:

We represent General Construction Company which performed work as a subcontractor under Raymond International, Inc.'s prime contract No. 6467 with the Oregon State Highway Commission.

There is a balance due General Construction Company by Raymond International, Inc. in the principal amount of $10,166.75, with interest at the rate of 6 per cent per annum due on the sum of $3,906.41 from December 30, 1965, and on the sum of $6,261.34 from December 28, 1966 until paid, as per General Construction Company's enclosed invoices No. 12-33, dated December 30, 1965 and No. 12-35, dated December 28, 1966.

Pursuant to the provisions of ORS 279.314, we hereby request payment of this claim by the Oregon State Highway Commission with the amount of the payment to General Construction Company to be charged against the funds due or to become due Raymond International, Inc.

Yours very truly,

Dennis Lindsay

Dennis Lindsay

DL/jlw
Enclosures
cc: Raymond International, Inc.
General Construction Company

RECEIVED
JUL 27 1957
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
JUL 31 1967

GUNTHER F. KRAUSE
DENNIS LINDSAY
R. W. NAHSTOLL
DONALD G. KRAUSE
LEON GABINET
WM. H. POOLE
CARL R. NEIL
JERARD S. WEIGLER
FREDRIC R. MERRILL
RICHARD WM. DAVIS
PATRICK M. SMITH
JONATHAN A. ATER

KRAUSE, LINDSAY & NAHSTOLL
ATTORNEYS AT LAW
NINTH FLOOR, LOYALTY BUILDING
PORTLAND, OREGON 97204
226-1191

ROBERT B. DUNCAN
COUNSEL

(4-F-003-1(14))

6467

July 26, 1967

5479

Raymond International, Inc.
140 Cedar Street
New York, New York

Attention: Mr. W. Denny
Vice President and General Manager
Heavy Construction

Re: Oregon State Highway Department
Contract No. 6467
Subcontract between Raymond
International, Inc. and
General Construction Company
For Pier Fenders at Piers 169
and 170 - Astoria-Megler Bridge

Merchant what is this all about?

Gentlemen:

Our client, General Construction Company, has advised us that it has received your check No. 2406, dated June 26, 1967, in the sum of $21,893.01 as the retainange due General Construction Company in connection with the performance of its subcontract with you.

Under separate cover, we are this day sending you a formal claim on behalf of General Construction Company against you for the payment of $10,166.75 together with interest at the rate of 6 per cent per annum from the due date until paid, for additional labor costs incurred by General Construction Company due to delayed starting dates with intervening wage increases.

Will you kindly confirm the fact that General Construction Company may negotiate the above described retainage check without prejudice to its

Hassle between contractors
Does not effect
state
E

claim against you for such additional labor costs.

Your early response will be appreciated.

Yours very truly,

/s/ Dennis Lindsay

DL/jlw
cc: General Construction Company
Attention: Mr. H. A. Dick, Jr.

Oregon State Highway Department
Attention: Mr. Tom Edwards ✓

RECEIVED
JUL 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 23 1967
FOR FILING

ur 003-1 (14)

AIRMAIL

6467

June 23, 1967

5770

Mr. W. Denny
Vice President and General Manager
Heavy Construction
Raymond International, Inc.
140 Cedar Street
New York, New York 10006

Re: Claim No. RAC-14
Completion of Piers
Columbia River Bridge
at Astoria
Contract No. 6467

Dear Mr. Denny:

Reference is made to your letter of June 13, wherein you submit revised figures for your previously submitted Request for Additional Compensation (RAC-14) relative to an alleged delay in fender construction at Piers 169 and 170.

Please refer to my letter of March 7, which denies the request. At this time I must reiterate the denial contained in that letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
Floyd Query
R. L. Porter
Victor D. Wolfe
G. E. Rohde (enc.)
Ivan Merchant
L. H. Young (enc.)
C. H. Maison (enc.)
R. D. Asburry (enc.)
Robert Cunningham (enc.)

RWE:jf ja

FORM E-123X 50M 7-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

5567

JUN 19 67
REFERRED TO
Edwards
BY DEPUTY STATE HIGHWAY ENGINEER

June 15, 1967

AIR MAIL
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Attention: Mr. W. Denny
Vice President and General Manager
Heavy Construction

Gentlemen:

This morning we received your letter of June 13 concerning your claim for additional compensation (RAC #14) in connection with Contract No. 6467 for completion of piers on the Columbia River Bridge at Astoria.

Your letter and your amended claim for compensation are being forwarded to the office of the State Highway Engineer.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
TOM EDWARDS

FQ:fkn

cc Forrest Cooper
R.L. Porter
Tom Edwards

R O
[illegible]
(Suggest you be present to discuss this before OSHD Claims Review Board)
Edw

RECEIVED
JUN 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1967
FOR FILING

CABLE ADDRESS RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N. Y.

WILLIAM DENNY
VICE PRESIDENT & GENERAL MANAGER
HEAVY CONSTRUCTION

VIA AIR MAIL

June 13, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Dear Sir:

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467

Particular reference is made to our Request for Additional Compensation (RAC #14) for extra costs incurred in Fender System Construction at Pier 169 and Pier 170 occasioned by the action of this State or its authorized representatives. Said request was denied by letter dated March 7, 1967 and notice of appeal to this decision was made by our letter dated March 20, 1967.

Please be advised that the costs, as previously submitted, have been further analyzed and that based upon same, we herewith submit an amended claim as outlined on the attached tabulation.

Very truly yours,

W. Denny

W. Denny
Vice President & General Manager
Heavy Construction

ld

RECEIVED
JUN 14 1967
OREGON
STATE HIGHWAY COMMISSION

FORM 61
RAYMOND
INTERNATIONAL INC.
140 CEDAR STREET NEW YORK 6, N. Y.

COPY

AMENDED CLAIM

Subcontractor's Claim			
Pier #170	$3,906.41		
Pier #169	6,260.34		
		$10,166.75	
Project Overhead & Gen'l Expense		24,455.00	
			$34,621.75
Home Office Expenses 4.72%			1,634.15
			$36,255.90
Profit 15%			5,438.39
			$41,694.29
Bond 1/2%			208.47
		Total	$41,902.76

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JUN 14 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 - 1967

6-7-67

(1)

146

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-11

;or Additional Compensation for Correction of Conditions Encountered
rdam for Pier 169.

Supplemental Special Provisions to the Standard Specifications for
3ridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be
itract No. 6467, required utilization of existing cofferdams in
ion of Pier 169.

roperly construct the downstream foundation of Pier 169 the Contractor
ed to undertake substantial corrective actions to repair and reinforce
west corner of the existing structure.

much as this condition requiring cofferdam corrective work could not
onably been anticipated by the Contractor in his proposal for Contract
under the provisions of Article 1.9.14, "Claims of Error or Omission
Estimate", Supplement 6-8-55, Special Provisions to the Standard
tions for Highway Bridge Construction, (Issue of May 1, 1954), Contract
it is requested that additional compensation be made to the Contractor
ount of three thousand, seven hundred eighty-nine dollars and forty-
ts ($3,789.47).

Repair of cofferdam installed by DeJong !!

Rej

See Costello

NOTED
TOM EDWARDS

RAYMOND INTERNATIONAL INC.
140 CEDAR STREET · NEW YORK 6, N.Y.
CABLE ADDRESS: RAYMONDINT
TELEPHONE CORTLANDT 7-7070

WILLIAM DENNY
VICE PRESIDENT & GENERAL MANAGER
HEAVY CONSTRUCTION

RECEIVED
JUN 22 1967

5470
JUN 1 67

5109

VIA AIR MAIL

May 29, 1967

State of Oregon
State Highway Department
Salem, Oregon 97310

Att: Mr. Forrest Cooper
State Highway Engineer

REFERRED TO
[illegible]
BY DEPUTY STATE HIGHWAY ENGINEER
cc [illegible] 5-31-67

Gentlemen:

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467
Final Claim

In rereading Price Agreement #17 we find the remark 'this repair work necessary because of condition in which DeLong Corporation left the coffer dam.'

It has occurred to us that we are not in a position to confirm or deny this statement and, therefore, wish to go on record that in signing Price Agreement #17 we are not affirming this statement.

Very truly yours,

W. Denny
W. Denny
Vice President & General Manager
Heavy Construction

NOTED
TOM EDWARDS

ld

RECEIVED
MAY 31 1967
OFFICE OF
[illegible] HIGHWAY ENGINEER

Matched
no action

Copy- [illegible]

RECEIVED
MAY 2 - 1967

FOR FILING

May 1, 1967

Mr. William Denny
Vice President and General Manager
Heavy Construction
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Dear Mr. Denny:

We have again examined the claims submitted with your letter of April 17 in connection with the Astoria Bridge, Contract No. 6467.

As we advised you previously, we have examined these claims and have offered payment, which you have accepted, for any portions of which there is any validity whatsoever.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-1. Adjustment of pay quantities for tremie and Class A concrete, Piers 5 through 20.

The original contract drawings show the division of classes of concrete. Supplemental drawings show an alternate method of construction but do not show a change in the limits of various pay items.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-2. Additional compensation for the removal of laitance from tremie concrete construction joints.

Our specifications state that the horizontal construction joint between tremie pours will not be required to be cleaned. Our specifications also require the work to be done in a workmanlike manner. This would allow nominal laitance to remain in place with no cleaning. Nominal laitance is considered to be a band 3 to 4 feet wide and ½ to 2 inches deep at the periphery of the pour with a film of 0" to ¼" over the remaining area. When excess laitance (up to 2 feet deep) was encountered the contractor was required to remove same.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-3. Additional compensation to rehabilitate State-furnished forms used in precast piers.

The special provisions (page 3, all alternates) state that the forms will be furnished on an "as is" basis and the contractor shall determine the use he can make of them.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-4. Additional compensation for extra expense incurred in placement of rock for scour protection.

Pier 168: In answer to Raymond's clarification request #2 made prior to bid opening (see I. D. Merchant's letter of 6/23/64) the following information was given to Raymond. "Any scour which occurs around Pier 168 cofferdam is the responsibility of the contractor. The State intends to take no measures to prevent scour at this pier during the pier construction."

During the meeting with Raymond (July 1, 1964), prior to the award of the contract, Raymond stated under direct questioning that their bid did include an arrangement for scour control on Pier 168.

During the meeting with Raymond on July 27, 1964, (after award of the contract) Mr. Ferris of Raymond asked as to State's position in case of substantial erosion occurring at any of the piers. Mr. Cooper answered emphatically that erosion problems are the contractor's responsibility until the piers are finished and accepted by the State.

Precast Pier Shells: Plans call for the installation of a rock blanket under these piers.

When such a blanket was installed prior to placing the shells no scour was encountered. When the rock was not placed prior to placing the shells some scour was encountered.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-5. Adjustment of payment quantities for rock backfill at Piers 18, 19 and 20.

The State paid for rock backfill up to 6 feet above the bottom of the precast shells, in some cases, in order to get sufficient rock in place to compensate for tides, future settlement, placing techniques, etc.

At Pier 18 after the State had informed the contractor that sufficient rock was in place (up to 4 feet above the bottom of the precast shell) the contractor elected to place 124 cubic yards additional. The contractor's barge superintendent, John Paul Jones, signed a statement as follows: "124 cubic yards from HJB 137 placed around Pier 18 beyond requirements needed by OSHD."

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-6. Compensation for delays occasioned by the actions of the State or its authorized representatives.

a) Lost time at Pier 19. This has been paid by the State.

b) Barge out of position at Pier 6. With the check and double check system and accuracy maintained by the State's triangulation crews it is inconceivable that the triangulated position was incorrect. Other possible causes:

1. River currents influenced locations when barge legs were dropped and the barge was jacked up.
2. If the barge was not level in the water when the legs were dropped, the resulting inclination of the legs would affect position.
3. If one or more legs slide into a hole after checking began (as happened in other cases), mispositioning would result.
4. Differential settlement of one or more legs.

c) Our records show no relocating of anchor bolts on February 8 or 9. On February 8 the contractor was not ready to pour concrete. On February 9 the contractor installed anchor bolts and made the pour. Several months later the anchor bolts were found to be out of position and changed on an extra work basis.

d) The pour of tremie concrete at Pier 10 on May 18, 1965, resulting in 18" to 24" of laitance and a center hump of concrete 20 feet in diameter.

The contractor was instructed to remove same. Diver inspection on May 24 showed laitance and poor concrete remaining. The contractor was then told to remove all laitance and to remove the poor concrete sufficiently to expose the pile butts. Inspection on June 5 showed several pile butts still unexposed. The contractor continued to work on same on June 5 but did not work after that date.

The contractor requested a joint inspection (State and contractor's divers) on June 11. The concrete remaining over the pile butts was found to be sound and the contractor was allowed to make the next tremie pour.

Evidently the last of the poor concrete was removed on June 4 and 5.

State inspections were made as requested by the contractor. The reason for the lapse of time between the June 5 and 11 inspections is not known.

e) Lifting caissons were set by triangulation on July 9, 1965, and the precast cap was not placed until July 12, or 3 days later.

Previous experience showed that during a 3 day period Barge 159 moved 0.95 feet from its initial position and Barge 143 moved 1.27 feet during the same period.

If the contractor had taken normal precautions and checked on the fit of dowels from the cap into the top of the shell, no damage would have resulted. The previous contractor took such precautions (Diver inspection).

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-7. Compensation for extra expense incurred in the placement of the upper section of downstream shell at Pier 7.

Foundation piles interfered with the location of the bottom section of the precast pier shell and corrective work was performed on an extra work basis.

When the top section of the shell was originally placed it was in the correct position. Later observations showed it had moved. This was caused by:

1. Contractor's divers reported the shell and false caps swayed 3 to 4 inches due to the effects of river currents and the unrestrained length of false piles (7 to 10 feet) resulting from the lack of rock backfill which was required by the plans. This swaying was eliminated when rock backfill was finally placed. River currents at the time of placing the rock backfill could have held the shells in an out-of-position location.

2. Our divers reported the joint between the top and bottom sections of shells opening and closing 1 inch. This indicated untrue mating planes which resulted in a rocking action. The rocking of the top section in one direction at the time of placing and the other direction at the time of checking could result in a discrepancy. This rocking situation was rectified by Raymond crews when they placed a 1½ inch shim between the upper and lower sections of the shells on the downstream side.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-8. Compensation for Extra expense incurred by core drilling vs. percussion drilling.

In the case of cored holes many holes were drilled in a line and it was feared that percussion methods would cause a fracture plane along the line of the holes. In the case of anchor bolts at Pier 17 the holes were more or less isolated and danger of fracture was not present thus allowing the use of percussion methods.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-9. Additional compensation for removal and replacement of seal concrete and intrusion aggregate in Pier 169.

The contract plans state that the seal is "to be removed and replaced as per special provisions." The special provisions state, "remove the portion of the seal above elevation -65."

In their letter of June 22, 1964, (prior to bidding) Raymond asked under clarification request #5, "In view of the contingencies, imponderables and extreme risk involved in submitting a lump sum bid for the removal of existing seals, will the State consider the deletion of Item 81A from the bid schedule as a lump sum item and substitute therefor payment on a force account basis?" The State's answer was, "remove existing seals in Pier 169 must be bid as indicated on the bidding documents. No alternative type of bidding will be accepted."

During the meeting of July 1, 1964, (prior to award) Raymond was asked if he felt that he could complete the pier construction in accordance with the plans, design and specifications as bid on June 24. An affirmative answer was given by the contractor. The contractor was asked if he had made careful examination of the location and condition of the work to be performed. He said he had made careful examination when bids were first received on June 27, 1962, and that it was not difficult to pick up the job at this time. The contractor did not consult the resident engineer's office.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-10. Adjustment of payment quantities for extra cement in intrusion concrete, Pier 169.

The specifications state that payment will be made on the yardage within the neat line of the seals.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-11. Additional compensation for correction of conditions encountered in cofferdam for Pier 169.

This claim has been paid.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-12. Compensation for extra expense incurred in maintenance of navigational aids and protection.

The specifications state that the contractor shall be responsible for the maintenance of the temporary navigation protective devices.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-13. Compensation as reimbursement for cost of materials purported to be furnished by the State at no cost to the contractor.

This matter is being handled by our Legal Department. We contend that this is not a matter between Raymond and the State but is between DeLong and the State. The State is not responsible for any private agreements between Raymond and DeLong.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-14. Compensation for extra costs incurred in fender construction at Pier 170 and Pier 169 occasioned by the action of the State or its authorized representatives.

The special provisions state, "Pier fender for Pier 170 shall be completed within 120 calendar days after the steel superstructure contractor clears the area and the contractor on this project is so notified." A similar statement is made regarding the fender at Pier 169. This should indicate to any contractor that the date of occupancy is indefinite.

Analysis of Claim as Presented by Raymond International
Contract No. 6467

Claim RAC-15. Reimbursement for extra costs of consequential effects occasioned by actions of the State or its authorized representatives.

1. The contractor has been granted time extensions to the extent justifiable.
2. All additional general expense and overhead costs allowable have been paid to the contractor as a part of the price agreements and extra work orders issued.

RECEIVED
APR 25 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
Fred W. Hill, Member
~~Helix~~

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

F-003-1(14)

6467 —

April 21, 1967

Mr. A. W. Parsons
Division Engineer
Federal-Aid Highway Admin.
477 Cottage St., N.E.
Salem, Oregon 97301

Astoria Bridge
Const. Proj. Nos. 6461 6268
F-003-1(14), F-003-1(16)
R/W Proj. No. U-115(16),
R/W File 34428

Dear Sir:

In response to your letter dated August 27, 1962, we hereby request your concurrence in and approval of an encroachment of a building within the right of way of the subject project under the provisions of IM21-8-62 and Section 1.23 of the Federal Regulations.

We believe it to be in the public interest to retain the encroachment for the following reasons:

NOTED
F. B. KLABOE

1. This is a sound well-constructed building of masonary walls with timber roof covered with asphalt.

2. The building serves the community as a necessary business site containing a plumbing shop as well as producing revenue to offset part of the cost of construction.

3. There are no fumes, smoke or objectional discharge from the present activity in the building. The possibility of damage to the highway structure by fire is negligible as no highly combustible material is stored in the building or on the grounds. The building itself does not pose a serious fire hazard as the highway structure at this point (Sta. 317+32) has a vertical clearance of 70 feet above the building and a horizontal clearance of 15 feet to the nearest pier. The State will control the use and occupancy to keep the hazard to a minimum.

Mr. A. W. Parsons
April 21, 1967
Page 2

4. There is no access to the highway to endanger the safety of the traveling public or impair the full unrestricted use of the constructed facility.

We wish to retain in service this building now rented to a plumbing shop at a monthly rental of $100 for an indefinite period. The R/W and construction projects are nearing completion and this encroachment approval is necessary for final acceptance of the construction project. We are now finaling the right of way project with all credit received to date along with the projected credits for the next five years applied to the project. If something should terminate the rental in this extended period we would not ask reimbursement and accordingly if the rental exceeds the five year period we will retain these receipts as per Par. 22 of IM21-3-62.

Attached please find a letter from our right of way engineer and two copies of a R/W sketch map of the area. If any further information is necessary please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: F. B. Klaboe ✓
I. D. Merchant
D. H. Moehring
R. N. Chase

RECEIVED
APR 2[illegible] 1967
OFFICE OF
STATE HIGHWAY ENGINEER

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N.Y.

WILLIAM DENNY
VICE PRESIDENT & GENERAL MANAGER
HEAVY CONSTRUCTION

RECEIVED
APR 21 1967
FOR FILING
6467

5385
APR 26 67

VIA AIR MAIL

Registered Mail
Return Receipt Requested

April 10, 1967

State Highway Department
State of Oregon
Salem, Oregon 97310

Att: Mr. Forrest Cooper
State Highway Engineer

Gentlemen:

Columbia River Bridge - Contract #6467
Astoria, Oregon - Pt. Ellice, Washington

We enclose a signed copy of the final estimate as requested in your undated letter which we received March 23, 1967.

We hereby wish to assert our claims which we have heretofore filed with the Highway Engineer. Unless we hear from you promptly to the contrary, will assume that our reassertion by reference herein of the claims submitted on October 22, 1965 and February 17, 1967, fully comply with the provisions of Art. 1.9.14 of the contract, which requires submission of claim after receipt of final estimate. We will assert any additional claims within the prescribed 90 day period.

Very truly yours,

W. Denny

W. Denny
Vice President & General Manager
Heavy Construction

wld
Enc.

RECEIVED
APR 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Sean
Send Final estimate to Mason
I have claim listing
E

4-25-67

FORMERLY RAYMOND CONCRETE PILE COMPANY

RECEIVED
APR 11 1967

FOR FILING

[illegible]

6467

April 10, 1967

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington 98104

Gentlemen:

A post-final payment for $4,886.47 will be made to Raymond International Inc., on Contract No. 6467 for completion of substructure for steel spans on the Columbia River Bridge on the Oregon Coast Highway in Clatsop County, Oregon, as soon as the warrant is prepared.

The total amount paid on this contract will be $5,307,929.32 including the post-final payment. Of the total $102,958.19 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Raymond International Inc. Air Mail
140 Cedar Street
New York, New York 10006

Victor S. Risley Company
Board of Trade Building
Portland, Oregon 97204
C.H. Maison
Attn: John Herr

RECEIVED
MAR 31 1967

FO[illegible]

[illegible] (14)

6467

March 30, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 15, 1966, on Contract No. 6467. The contract was with Raymond International, Inc. and was for completion of the substructure for the steel spans on the Columbia River Bridge Section of the Pacific Highway in Clatsop County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 30, 1967, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
C. H. Maison
L, H. Young
R. D. Asburry

srb jw

RECEIVED
MAR 29 1967

FOR FILING

u-F-003-1 (14)

6467

March 28, 1967

Mr. William Denny, Vice President
and General Manager, Heavy Construction
Raymond International, Inc.
140 Cedar Street
New York, New York 10006

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467

Dear Mr. Denny:

Receipt is acknowledged of your March 20 letter.

We do not agree with your conclusions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Floyd Query (enc.)
Victor D. Wolfe (Referral No. 5110)
G. E. Rohde (enc.)
Ivan Merchant (enc.)
L. H. Young (enc.)
C. H. Maison (enc.)
R. D. Asburry (enc.)
R. O. Cunningham (enc.)

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N.Y.

WILLIAM DENNY
VICE PRESIDENT & GENERAL MANAGER
HEAVY CONSTRUCTION

5110
MAR 24 67

March 20, 1967

Mr. Forrest Cooper,
State Highway Engineer,
Oregon State Highway Department
Salem, Oregon 97310

Dear Sir:

Re: Columbia River Bridge at Astoria
Completion of Piers - Contract #6467

We are in receipt of your letter of March 7, 1967 wherein you state that our claim for $19,454.26 for additional compensation for extra cost incurred in fender construction at Piers 170 and 169, occasioned by the action of the State or its authorized representatives, is to be denied.

The basis of your denial is that the contractor should have expected a delay because Page 7 of the Supplemental Special Provisions indicated that the contractor would not be permitted to start construction on the pier fenders until such time as the steel superstructure contractor has completed his work and the contractor of this project has been notified by the engineer that the area to be occupied by the pier fenders is available.

Porter

In our opinion, this is not notification that there will be a delay of over six months during which time the cost of labor increased and during which time contractor had a continuing overhead which could not have been anticipated. Nothing in the specifications indicated that a delay would follow. As a matter of fact, the steel superstructure contractor had completed his work on these piers far earlier than the time which we were permitted to work.

Please accept this letter as notice of our intent to appeal your decision regarding our Claim #HC-59 RAC-14.

Very truly yours,

W. Denny
W. Denny
Vice President & General Manager
Heavy Construction

1d

R
MAR 24 1967
OFFICE
STATE HIGHWAY

Cap...

FORMERLY RAYMOND CONCRETE PILE COMPANY

RECEIVED
MAR 28 1967

FOR FILING
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646

SP*23500-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

March 22, 1967
Salem, Oregon

SUBJECT: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467
Price Agreement #17

To: L. H. Young
Office Engineer

BUILDING

Enclosed are six copies of approved Price Agreement #17 in the amount of $4,886.47 which compensates the contractor for; 1. a 3 hour delay at Pier 19 due to the action of State representatives and, 2. for the work of repairing the northwest corner of the down stream cofferdam at Pier 169. The repair work on the cofferdam at Pier 169 was necessary because of the condition in which the DeLong Corporation left the cofferdam.

A post final estimate should be issued to pay the contractor the indicated amount.

Ivan D. Merchant
Bridge Engineer

RWE:jf

cc: Tom Edwards
R. D. Asburry
A. A. Rear

NOTED
TOM EDWARDS

RECEIVED
MAR 23 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 22 1967
FOR FILING

4-F-003-1 (14)

6467

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N. Y.

WILLIAM DENNY
VICE PRESIDENT & GENERAL MANAGER
HEAVY CONSTRUCTION

VIA AIR MAIL

Edwards

March 15, 1967

Mr. Forrest Cooper,
State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon 9310

Re: Columbia River Bridge at Astoria
Completion of Piers - Contract No. 6467

Dear Sir:

Enclosed are six (6) copies of Approved Price Agreement No. 17 in the amount of $4,886.17 covering our request for additional compensation, Claims RAC-6 Part A, and RAC-11.

Please note that the acceptance of this Price Agreement no. 17 is not to be considered to waive any and all other claims for additional compensation on this project.

Very truly yours,

RAYMOND INTERNATIONAL INC.

NOTED
TOM EDWARDS

W. Denny
W. Denny
Vice President & General Manager
Heavy Construction

Encls.
Price Agreement No. 17 (6)
RGF:md

Copy ltr/WPA
merchant

RECEIVED
MAR 16 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORMERLY RAYMOND CONCRETE PILE COMPANY

1

RECEIVED
MAR 8 - 1967

FOR FILING
11-F-003-1 (14)
6467

bc Forrest Cooper
Floyd Query
R. L. Porter
Victor D. Wolfe
G. E. Rohde
Ivan Merchant
L. H. Young
C. H. Maison
R. D. Asburry
R. O. Cunningham

March 7, 1967

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York, New York 10006

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467

Dear Mr. Ferris:

Reference is made to your letter of February 17, wherein you request additional compensation in the amount of $19,454.26 under your Claim No. HC-59 RAC-14 entitled "Request for additional compensation for extra costs incurred in fender construction at Piers 170 and 169 occasioned by the action of the State or its authorized representatives". This claim is predicated on a so-called delay in the start of fender construction at the above-mentioned piers.

Page 7 of the supplemental special provisions, all alternates, states:

> "The contractor on this project shall coordinate his activities with those of other contractors and shall not interfere with the operations of the above-listed contractors.
>
> "The contractor on this project will not be permitted to start construction of the pier fenders at Piers 169 and 170 until such time as the steel superstructure contractor has completed his work on these piers and the contractor on this project has been notified by the engineer that the area to be occupied by the pier fenders is available."

In view of the above, which certainly indicates a delay was to be expected, this request for additional compensation is to be denied.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

RWE:jf ja

RECEIVED
MAR 7 - 1967

U-F-003-1 (14)

6467

1

March 6, 1967

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York, New York 10006

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467
Final Claim

Dear Mr. Ferris:

Review of your request for additional compensation, dated October 22, 1965, on the subject project indicates that Claims RAC-6, part a, and RAC-11 are eligible for compensation.

In order to close out this contract, I am enclosing for your approval Price Agreement No. 17 in the amount of $4,886.47 which covers the above-mentioned claims. The amount allowed for Claim RAC-6, part a, is based on the rental and labor rates allowed on Extra Work Order No. 6 for this project and the amount allowed for Claim No. RAC-11 is that which you have claimed.

This money will be paid to you on a post final estimate upon receipt of the signed price agreement from you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
L. H. Young
Ivan Merchant
C. H. Maison
R. D. Asburry
R. O. Cunningham

RWE:if ia

[illegible]
[illegible]

Sheet 1

Col. R. Br. @ Astoria
County Clatsop

JEllison 2/17/67
Date
Bridge No.

Contract 6467

Price agreement:

State allowance on final claim submitted by Raymond Int'l. date of Oct. 22 '65.

Claim no. RAC-6, part a.

On Aug. 10 '64, contractor held up from installing gravel backfill at pier 19 for 3 hrs. due to misunderstanding between state personnel.

Equip. Rental: (allow 3hrs.)	
De Long Barge # 143 @ $ 2000^{00}/day; 3/8 (2000^{00}) =	$ 750^{00}
Diver equipment: 3hr. @ 10^{00}/hr. =	$ 30^{00}
Supply barge (Similar to ST-14) @ 50^{00}/day 3/8 (50) =	18^{75}
Labor: (Allow 3hrs.)	
Crane oper; 3 @ $5.18 =	15^{54}
Oiler; 3 @ 4.02 =	12^{06}
Compressor oper; 3 @ 4.60 =	13^{80}
Jack oper.; 3 @ 4.60 =	13^{80}
Diver 3 @ 12.50 =	37^{50}
Diver tender 3 @ 4.23 =	12^{69}
P.B. Foreman 3 @ 4.63 =	13^{89}
2 Pile bucks 6 @ 4.13 =	24^{78}
Health, Welfare & pension; 27 hr. @ 30¢ =	8^{10}
Travel time for return trip on jobsite transportation (Union agreement $2^{00}/day for Crane oper., Comp. oper, Jack oper. & oiler) 4 @ 2^{00} (3/8) =	3^{00}
Sub total	953^{91}
Contractors 15%	143^{09}
Total	= $ 1,097.00

Above prices from EWO # 6 as shown on monthly est. # 6.

Claim RAC-11:

Repairs to downstream cofferdam at pier 169.
Repair & reinforce N.W. Cor. downstream cofferdam as per contractors claimed amount ------ $ 3,789.47
(Repair damage left by DeLong Corp)

Grand total $ 4,886.47

RECEIVED
JAN - 1967

FOR FILING
U-F-003-1(14)

6467

January 4, 1967

AIRMAIL

Raymond International, Inc.
140 Cedar Street
New York, New York

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Columbia River Bridge, Astoria, Oregon-Point Ellice, Washington Section of the Oregon Coast Highway in Clatsop (Oregon) and Pacific (Washington) Counties, Contract No. 6467, FA Project U-F-003-1(14).

The contract work has been completed to the satisfaction of the Bureau of Public Roads. Your Materials Report, Form PR-47, must be submitted to the Resident Engineer prior to the State Highway Commission acceptance of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
G. K. Rohde
C. H. Maison
I. D. Merchant
L. H. Young

VG:ak srb

RECEIVED
DEC 28 1966
FOR FILING

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

U-F-003-1(14)

6467

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 14, 1966

12-23-66
REFERRED TO
Edwards - Young
STATE HWY. ENGR

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Dec. 5, 1966, on Contract No. 6467, Columbia River Bridge, Astoria Section, in Clatsop County, in connection with Federal-Aid Project No. U-F-003-1(14).

NOTED
F. B. KLABOE

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 12-15-66

Conditions noted on above date:

None

RWP

NOTED
TOM EDWARDS

A. W. Parsons
Division Engineer

By: T. Dec
T. Dec
Engineering Coordinator

To: Forrest Cooper
Vince Gallagher

RECEIVED
OCT 20 1966
FOR FILING

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6467

5849

October 19, 1966

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Re: Columbia River Bridge
Contract No. 6467
Pier No. 169
Fender System

Dear Sir:

Your letter of October 10, with a copy of a letter from General Construction Company dated October 5, has been received.

The letter from General Construction Company indicates concern over the ultimate strength and stability of the fender system. The State has a very extensive project for replacing the streambed around Pier No. 169 with non-erodable material to be placed at the earliest practical time. The State believes that with the placement of the material as mentioned above, the fender system will be adequate for the purpose intended.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan D. Merchant

IDM:mb/TE:ja

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

4331
OCT 12 66
Edwards

October 10, 1966

Chief Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Forrest Cooper

Re: Fender Construction
Columbia River Bridge
Contract No. 6467

Gentlemen:

Enclosed in duplicate is a copy of a letter dated October 5, from General Construction Company with reference to the above contract expressing their concern for the adequacy of the design of the fender system on Piers 169 and 170.

We have not attempted to analyze or check in any way the design of this fender system which is entirely your responsibility.

We do, however, wish to formally notify you of the concern expressed in the enclosure and furthermore add that, in our opinion, their concern merits your full consideration.

Yours very truly,

George F. Ferris

George F. Ferris

RECEIVED
OCT 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 12 1966
OREGON
STATE HIGHWAY COMMISSION

GFF:hm
Enc.

CC: General Construction Company, Att: Mr. H. A. Dick, Jr., V.P.

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4650 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

October 5, 1966

Raymond International, Inc.
P.O. Box 868
Astoria, Oregon

Reference: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467

Gentlemen:

Despite adverse conditions, we are proceeding as diligently as possible with our subcontract, dated October 12, 1964 for the construction of the fender piling structure at pier 169 and anticipate completing on schedule the structure as presently designed.

However, our experience with conditions found to exist at the worksite leads us to have serious misgivings as to the ultimate strength and stability of this structure to withstand the very strong force of the tidal currents, particularly during a time of wide tidal variation with a big ebb tide runout.

We recognize that our job is only to construct this structure as designed and in accordance with the plans and specifications and that it would be presumptuous of us to offer any suggestions.

Nonetheless, our concern, for the ability of this structure to survive for any appreciable period of time the hostile forces of nature to which it is exposed, is sufficient that we believe we must put you on notice of this fact and must request that you likewise place the Oregon State Highway Department on notice.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

William R. Gilpin
FOR H. A. Dick, Jr.
Vice President

HAD/rj

	A.	B.	C.
[illegible]	5,252,944	5,661,499	5949829
F + E	5,722,192	5,812,240	5984140
diff	$463,234	$150,741	$34,311
Engr's Est.	4524912	4690925	4212995

RECEIVED
AUG 19 1966

FOR FILING
u-F-003-1 (11)

6467

August 18, 1966

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York 6, N. Y.

Dear Mr. Ferris:

Reply is made to your letter of June 29 concerning the retained percentage on your Contract No. 6467, completion of substructure for the Astoria Bridge.

As outlined in our previous letter, it has long been our established policy not to reduce retained percentage until the semifinal estimate has been prepared upon the completion of work. We have not and will not deviate from this policy.

However, in the present instance, this contract has been completed to the semifinal estimate stage with the exception of completing the fender piling at Pier 169 and I am, therefore, asking our Bridge Engineer by a copy of this letter to prepare an estimate making a reduction in retained percentage to three percent. We are not permitted by law to reduce below the three percent.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
**Victor D. Wolfe
Ivan Merchant (enc.)

**Referral 3715

TE:jwa

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N. Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

3715
JUL 1 66
Edwards

June 29, 1966

Mr. Forrest Cooper
Chief Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: Contract #6467
Completion of Substructure for Steel Spans
Bridge #7949
Retained percentage

Dear Mr. Cooper:

We hereby acknowledge receipt of your letter dated April 4, 1966 in answer to our request for a partial release of funds being retained by the State pending completion of the fendering system on Pier #169, this fendering being the final item of work necessary for completion of work covered by this contract.

It is noted that your refusal to comply with our request for a reduction in the retainage of 5% of the original contract price, being $267,948, is based upon a long established policy of the State not to reduce the withholding on any contract until such time as the project is complete and the semi-final estimate has been submitted. We do not question the existence of this policy but invite your attention to pages 43 and 44 of the contract specifications by which, paragraph 1, 2 and 3 of Standard Specifications Article 1.9.8 were deleted and a substitute for same was included. A part of said substitution is as follows:

> "After the retained amount has reached the maximum here indicated, that amount shall be retained until such time as final payment is made, with the proviso that a release of a part of the retained amount may be made earlier, if and when considered by the engineer to be justified by the then obtaining circumstances.

7-1

Mr. Forrest Cooper
Oregon State Highway Department

By inclusion of the above statement in the Special Conditions we submit that it is the intent of this contract to release the contractor, subject to the engineer's considered judgment, from the aforementioned policy, unless there be good reasons not to do so. The adherence to such a policy in this particular instance seems to be arbitrary, unnecessary and without justification. The delay in the completion of work under Contract #6467 is caused by your superstructure contractor with whom we endeavored to cooperate for the overall benefit of the State but over whom we have no control. It was our intent to start the work yet to be accomplished during 1965 and it was the State itself who refused Raymond International the right to proceed.

Based on the foregoing and in consideration of the fact that you presently have a 100% completion bond and furthermore that the total value of the work yet to be completed is a relatively small amount, we request that you reconsider the application of your policy, which in this instance, is not only unreasonable but also costly to us, and release in part the present retainage.

Yours very truly,

George F Ferris

George F. Ferris

GFF:hm

CC: Messrs. Kurt Rock
Col. L.B. De Long
Bert Rand

RECEIVED
JUL 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 3 - 1966

FOR FILING

u-F-003-1 (14)

6467

August 2, 1966

4857

Mr. C. J. Westlund
Supervising Tax Auditor
State of Washington Tax Commission
Excise Tax Division
1408 Franklin Street
Vancouver, Washington

Dear Mr. Westlund:

Relative to your letter of July 26 regarding work done on Piers 3 through 11 of the Columbia River Bridge at Astoria, Contract No. 6467, by Raymond International, please be advised that the information you desire is available in the office of Mr. R. O. Cunningham, Project Bridge Engineer, Astoria, Oregon.

Please have your auditor contact Mr. Cunningham regarding review of this information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
Robert Cunningham (enc.)

RE:mb ja

DANIEL J. EVANS, GOVERNOR
COMMISSIONERS:
GEORGE KINNEAR, CHAIRMAN
CLARK SQUIRE, MEMBER
G. MERTON DICK, MEMBER

A. E. HOLMBURG
CHIEF, EXCISE TAX DIVISION

STATE OF WASHINGTON
TAX COMMISSION
EXCISE TAX DIVISION
OLYMPIA 98502

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUL 28 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

1408 Franklin Street
Vancouver, Washington
July 26, 1966

[illegible]
[illegible]

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Query, Secretary

Gentlemen:

We are attempting to determine the proper amount of Washington State Excise Taxes due from Raymond International on their contract with the Oregon Highway Department for the construction of the bridge across the Columbia River between Astoria and Megler.

Of special interest to us is the contract and progress payments made to Raymond and the value of reinforcing metal used in piers 5 through 11 inclusive, as well as any other materials used by Raymond. Perhaps the value of these materials will have to be taken from the bid submitted by DeLong Corporation or from Oregon State Highway estimates and specifications.

In accordance with your request during our telephone conversation, we are directing this letter to your attention for forwarding to the proper officials. When we receive notice from your department that the information is available, our auditor, Mr. Sidney Cowling will travel to Salem to examine the data.

Very truly yours,

TAX COMMISSION OF THE
STATE OF WASHINGTON

C J Westlund

C. J. Westlund
Supervising Tax Auditor

[illegible]
KD

CJW:pt

RECEIVED
JUL 27 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 27 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 5 - 1966

FOR FILING

[illegible]

4467

April 4, 1966

4489

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York 6, N.Y.

Re: Astoria Pier Completion
Contract No. 6467

Dear Sir:

I have your letter of March 9 requesting release of a part of the retained percentage held in connection with your work on the above contract.

The State has long made it a policy not to reduce the withholding on any contract until such time as the project is complete and the semi-final estimate has been submitted.

This being the case, your retained percentage will be reduced to three percent (3 %) immediately upon the submission of the semi-final estimate for the work which will be forthcoming after the last unit is complete.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:mb/TE:jwa

For Info Only

Contract 6-17

Compl Work - Est #8	*$5,024,512.15
F. Acct	97,446.35
S.T	5,121,958.50
Retained - 5% of contract	267,948.20
Total Payts	4,854,010.30

All contract items and extras are complete except contract items 74, 75 and 85 PA's 8 (spoil pile removal), 12 (cementing), 13 (fender bolts) and DEW 13 (rehab).

Quantities for completed items have been figured and checked.

* This figure derived from complete items plus work done on incomplete items.

Specif. state government pay in excess of 97% of compl work until all work is compl. This requires ret. of 3% of 5,121,958.50 = 153,658.76. Would release 267,948.20 - 153,658.76 = 114,289.44.

Time extension 32 - Contr has been assessed 16 da @ $2000 = $32,000 which has been deducted from the estimate.

Work to be done consists of placing the fender at Pier 168 & Contract allots 120 calendar days to do this work. Contractor used 117 calendar days to complete the fender at Pier 170, which considering [illegible] involved than Pier one fender work. If the contractor proceeds in usual manner, it is estimated he will overrun the allotted time 10 days.

Unit'd
16 da @ 2000 $32,000

For Info Only

Work to Complete Contract 6467
From Ellison Est #18 - Work done to 2/10/66

to Complete Fender at Pier 149

Item 74	Furn. Tr. Tbr. Piling 45875' @ $1.80	82575.—	
" 77	Drive " " " 437 @ $110	48070.—	
" 85	Tr. Tbr. 230.9 M-FBM @ $600	138540.—	
PA 13	Fend. Bolts 422 @ 2.50	1055.—	
EWO 13	Rethread Bolts	559.—	270,799.—
	Less Adv for Matl on Hand		− 91,015
	Net to pay on fender		179,784

Misc other

PA 8	Complete removal of spoil at ~~168~~ 170	1,805.—
" 12	Cement Adjust	5,702.—
	Tot. $ to Compl	$187,291.—

Compl Work Est 18	Contr	5,024,512.15
	F Acct	97,446.35
	ST	5,121,958.50
Ret 5% of Contr		267,948.20
Tot payts Est 18		4,854,010.30

Cannot pay in excess of 97% of Compl work until all work is compl

This require ret. of 3% of 5,121,958.50 = 153,658.76

Would Release 267,948.20 − 153,658.76 = 114,289.44

Time extns Ok - Contr has been assessed 16 da @ 2000 = $32,000

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

3058
15 66

VIA AIR MAIL

March 9th, 1966

REFERRED TO
Edwards
DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper,
Chief Engineer,
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

We should like to point out that the work on Contract #6467 has been substantially completed except for the driving of fender piles around Pier 169. Our sub-contractor who is driving these piles has been prevented from starting this work because American Bridge Company is working in the area.

For all practical purposes the work is now completed except for these piles and the State is withholding $267,948.00. We believe that in accordance with Article 1.9.8 of our contract, there is no need to withhold this amount especially in view of the fact that you have a performance bond issued by the Federal Insurance Company in the amount of $5,358,964 to assure yourself that the work will be completed.

We, therefore, request a determination that a part of the money now being held, be released as provided for in Article 1.9.8.

Very truly yours,

George F. Ferris
GEORGE F. FERRIS

ld

RECEIVED
MAR 11 1966
OREGON
STATE HIGHWAY COMMISSION

FORMERLY RAYMOND CONCRETE PILE COMPANY

FORM 2M22X 50M 7-65
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

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APR [illegible] 1966
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6467

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 30, 1966

Jackson, Gray & Laskey
Law Offices
1701 K Street, N. W.
Washington, D. C. 20006

Re: DeLong Corporation vs.
Raymond International, Inc.
L-4522
Astoria-Megler Bridge
Contract No. 6467

NOTED
R. L. PORTER

Attention: Mr. Ernest L. Ruffner

Dear Mr. Ruffner:

This will confirm our telephone conversation of last week (March 24) at which time I gave you the name, address and position of various of our staff, past and present, who might by reason of their position have knowledge of facts pertinent to the State's claim of title to the material and equipment which is the subject of the above action. (For confirmation I am attaching the list as I gave you on the telephone.) In compiling the names of these parties, it should be borne in mind that no effort had been made to specifically develop the testimony each might contribute, that they would all be essential witnesses, nor that others might not be needed. Such could not be done without a conference and developing the specific evidence required.

In addition to the other parties further consideration indicates we should also mention J. R. Patterson who is Chief of our Trial Section. He personally handled the DeLong vs. State case and is presently assigned to the State vs. DeLong case.

Our previous correspondence has indicated the extent of cooperation which the State would be willing to contribute in this controversy. It is certain that it would seriously inconvenience the Highway Department to have all of these people absent from their duties to attend a trial in Washington, D. C. As a further factor I

NOTED
COOPER

must point out that the Department has a very limited out of state travel budget which would be insufficient to care for the travel and expense of all of these parties attending a trial across the country. The cooperation of the Department in making any of these parties available must be on the basis of such expense being advanced by your client. As an alternate it is suggested you might desire to interview the parties here and perhaps arrange for depositions being taken and introduced in evidence. We would certainly cooperate under such a procedure.

To bring you further up to date on the legal proceedings here in Oregon, as I related over the telephone, the action commenced by DeLong, Inc. against the State of Oregon in the Federal District Court for Oregon has terminated on jurisdictional grounds. The State was upheld in the Court of Appeals and a Petition for a Writ of Certiorari was denied in the United States Supreme Court. By motion of the defendants the action filed by the State against DeLong, Raymond and U. S. Steel in the Circuit Court of the State of Oregon for Marion County was removed to the Federal District Court and upon appropriate hearing was again remanded to the State Court.

At the present time all defendants have made an appearance in the State Court. A Motion in the alternative was made for a change of venue from Marion County to either the Multnomah County or Clatsop County Circuit Court. Arguments have been held and the matter is presently in the Court under advisement. Upon determination of venue the action should proceed towards issue in the regular course.

During our telephone conversation you mentioned your having recently filed certain additional Motions. We would appreciate receiving copies of the same for our file together with your comments.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
Attachment

CC - Mr. R. L. Porter
Mr. I. D. Merchant
Mr. J. R. Patterson
Mr. Tom Edwards

Ivan Merchant, Bridge Engineer, Oregon State Highway Dept., Salem, Oregon

Glenn Paxson (retired), Department Highway Engineer, Oregon State Highway Dept., Salem, Oregon (Indio, California -- may leave for Brazil)

P. M. Stephenson (retired), Assistant State Highway Engineer, Oregon State Highway Dept., Salem, Oregon (now in Mexico -- may return in April)

Al Rear, Assistant Bridge Engineer, Oregon State Highway Dept., Salem, Oregon

C. A. Gardiner, Bridge Office Engineer, Oregon State Highway Dept., Salem, Oregon

Robert Ellison, Resident Engineer, Astoria Bridge, Oregon State Highway Dept., Astoria, Oregon

Wm. Ikola, Resident Bridge Engineer, Oregon State Highway Dept., Portland, Oregon

C. H. Maison, Comptroller, Oregon State Highway Dept., Salem, Oregon.

Floyd Query, Secretary, Oregon State Highway Dept., Salem, Oregon

J. R. Patterson, Chief, Trial Section, Oregon State Highway Dept., Salem, Oregon

LAW OFFICES
JACKSON, GRAY & LASKEY
1701 K STREET, N. W.
WASHINGTON, D. C. 20006
TELEPHONE 628-0480

THOMAS S. JACKSON
ROBERT M. GRAY
JOHN L. LASKEY
FRANCIS L. YOUNG, JR.
AUSTIN P. FRUM
JAMES R. TREESE
THOMAS P. JACKSON
ERNEST L. RUFFNER

LEWIS H. BARNES
COUNSEL

March 11, 1966

Mr. G. E. Rohde, Chief Counsel
State of Oregon Highway Department
Salem, Oregon 97310

Re: DeLong Corporation v.
Raymond International, Inc.
Astoria-Megler Bridge
Contract No. 6467
Your File No. L-4522

Dear Mr. Rohde:

This is to advise you of the present status of the above litigation and to alert you that the matter has now been pre-tried and will be coming on for trial in the very near future.

In this regard, there are several matters at issue which directly concern the rights and obligations of the Oregon State Highway Department with respect to their contract with DeLong Corporation (No. 6124) covering the work which was ultimately performed by Raymond International, Inc., under the terms and conditions of Contract No. 6467. As you are aware, the present dispute between DeLong Corporation and Raymond International is based upon conflicting claims as to title and possession of certain construction materials and equipment which were transferred from the possession of DeLong Corporation to Raymond International and used by Raymond in their performance of Contract No. 6467.

Inasmuch as Raymond International is, in effect, defending the State of Oregon's title and right to possession of the material and equipment referred to above, we are renewing our suggestion that you assist Raymond International by providing witnesses and appropriate documentary material in order that we may adequately present a defense in this action. In order for you to evaluate what evidence might be most persuasive in asserting that the subject matter of this dispute was, in fact, the property of the State of Oregon, I will review briefly the theory of our defense.

Raymond International has asserted that DeLong Corporation did not have title to the materials and equipment which are the subject matter of this suit and was legally obligated, by reason of its contract with the State of Oregon and the subsequent termination of that contract, to deliver the same to Raymond International without receiving additional compensation, and that Raymond International was entitled, by reason of its contract with the State of Oregon, to the use of said materials and equipment without incurring any additional cost in connection with their acquisition. We therefore contend that any agreement allegedly entered into by the parties by which Raymond International may have undertaken to reimburse DeLong Corporation for the materials and equipment was not supported by consideration and is therefore not an enforceable obligation. We further contend that if a valid contract of sale existed between Raymond International and DeLong Corporation with respect to the subject matter of this suit, then DeLong Corporation breached its warranty of title to the materials and equipment and Raymond International is entitled to seek damages for that breach and to claim such damages as set off against DeLong Corporation in this action.

In order to successfully advance this position, which protects both Raymond International and the interests of the Oregon State Highway Department, it will be necessary for us to present evidence which clearly establishes that the subject matter of this suit was the property of the State of Oregon, at the time it was transferred from DeLong to Raymond, and in order to do that, we feel it is essential to have Mr. Ivan D. Merchant, bridge engineer for the Oregon State Highway Department, available as a witness, along with any other witnesses which you anticipate may provide pertinent and persuasive testimony on this matter.

It is difficult to predict at this time when the actual trial date will be set; however, experience indicates that we may very well be up for trial within the next six weeks, and would therefore request that you promptly notify us concerning the availability of witnesses and your general comments concerning how you might best contribute to the defense in the above suit. In view of the difficulties we face in attempting to carry this burden of proof from our vantage point in the District of Columbia, we certainly encourage and solicit your active support in preparing for trial.

Very truly yours,

JACKSON, GRAY & LASKEY

By: Ernest L. Ruffner

ELR:kmw

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MAR 31 1966
FOR FILING
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6467

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

March 9th, 1966

Mr. Forrest Cooper,
Chief Engineer,
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

Porter

We should like to point out that the work on Contract #6467 has been substantially completed except for the driving of fender piles around Pier 169. Our sub-contractor who is driving these piles has been prevented from starting this work because American Bridge Company is working in the area.

For all practical purposes the work is now completed except for these piles and the State is withholding $267,948.00. We believe that in accordance with Article 1.9.8 of our contract, there is no need to withhold this amount especially in view of the fact that you have a performance bond issued by the Federal Insurance Company in the amount of $5,358,964 to assure yourself that the work will be completed.

We, therefore, request a determination that a part of the money now being held, be released as provided for in Article 1.9.8.

Very truly yours,

George F. Ferris
GEORGE F. FERRIS

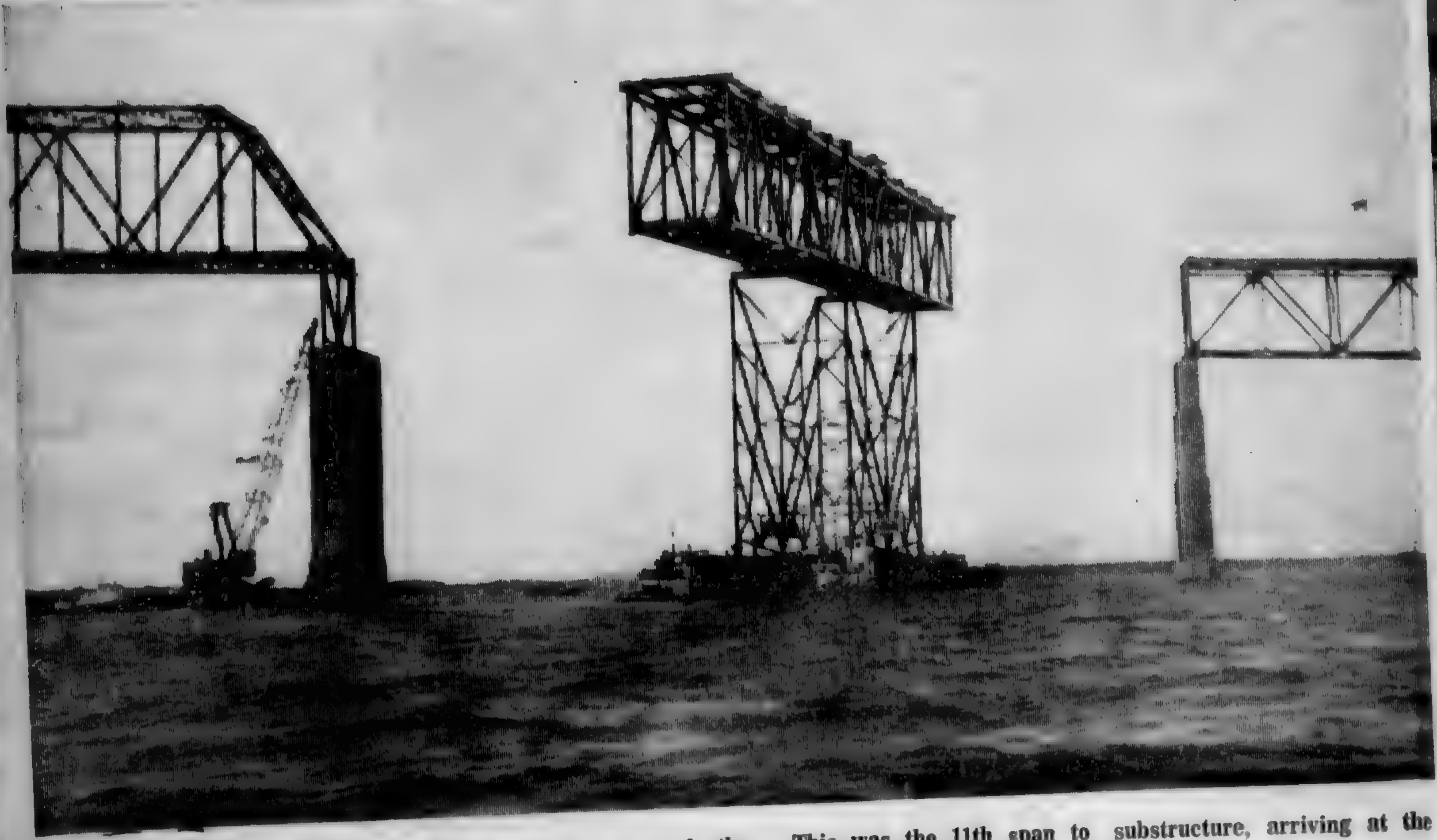
ld

RECEIVED
MAR 11 1966
OREGON
STATE HIGHWAY COMMISSION

FORMERLY RAYMOND CONCRETE PILE COMPANY

Astoria, Oregon, 97103, Wednesday, December 8, 1965
Vol. 93, No. 113

Span 167 In Place To Close Final



Last gap in the Astoria bridge was closed at noon Wednesday.

American Bridge Division completed placing Span 167 in position at that time, completing an operation that began at Tongue Point about 8 a.m. when tugs took the towering, barge-mounted span in tow for its trip down river to the bridge site.

The span fitted properly into the studs on Piers 167 and 168 which anchor its two ends.

This was the 11th span to be barged into position on the bridge. All have fitted perfectly.

The left hand photo above, taken from an Oregon highway department boat on the river, shows the tugs with the span, towering on a falsework substructure, arriving at the bridge about 9:30 a.m.

At right the span is almost in place, nearly ready to drop down on the two piers.

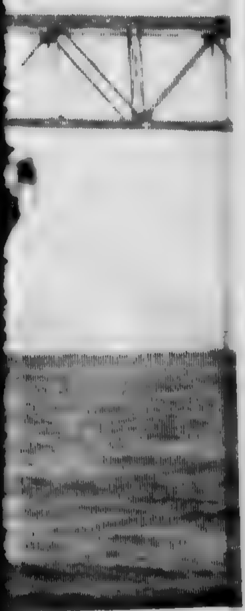
The 352-foot span, a deck truss which carries the roadway on its top, was assembled at Tongue Point a panels had been formed Vancouver, Wash.

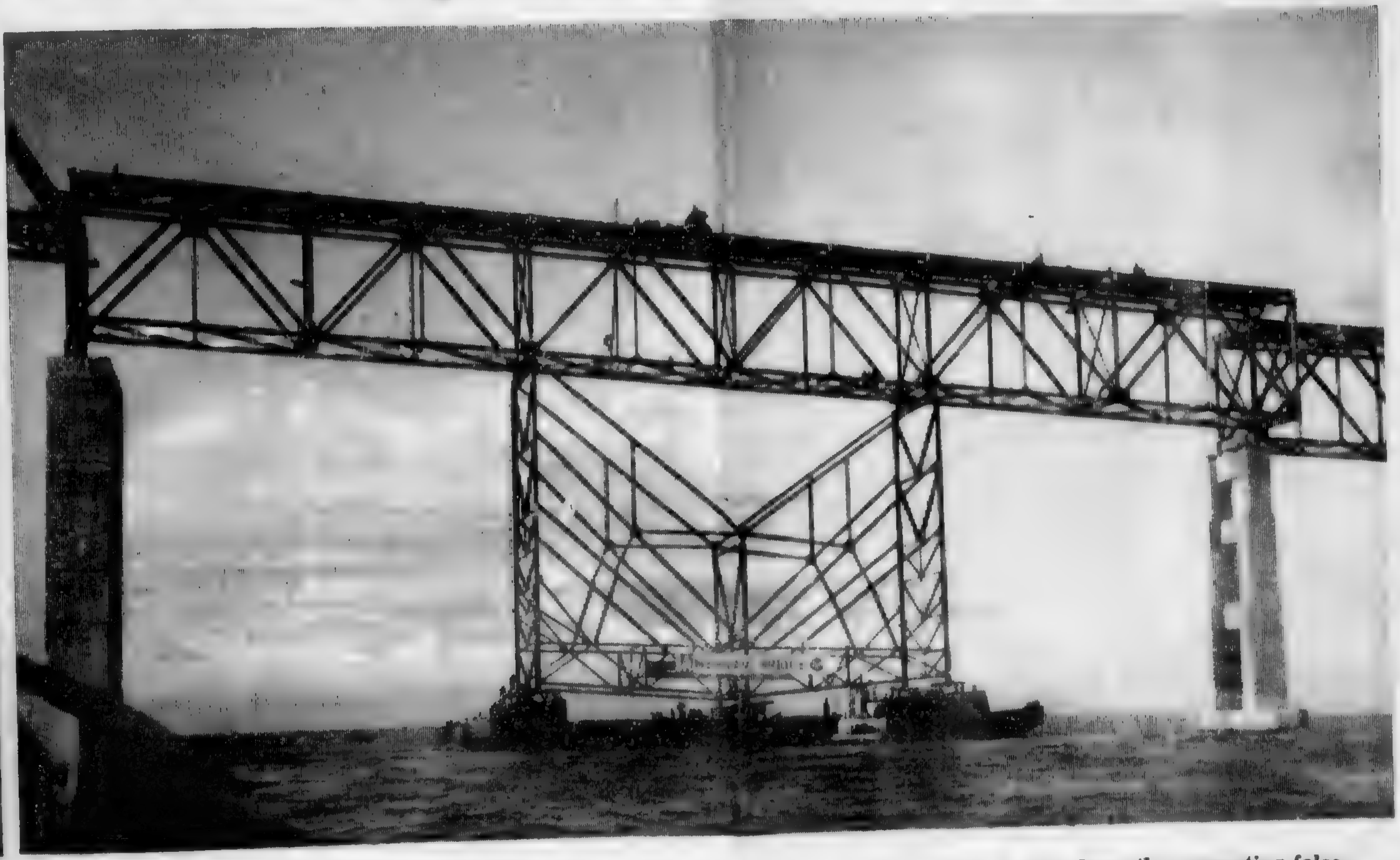
The 400-ton span is 98 above zero tide and 119 at the high end. The t itself is 35 feet high.

After the tugs had sw

gon, 97103, Wednesday, December 8, 1965 Single Copies 10c

ose Final Gap In Astoria Bridge





re, arriving at the
out 9:30 a.m.

the span is almos
nearly ready to dro
the two piers.

-foot span, a deck
ch carries the road-
its top, was assembled at Tongue Point after panels had been formed at Vancouver, Wash.

The 400-ton span is 98 feet above zero tide and 119 feet at the high end. The truss itself is 35 feet high.

After the tugs had swung the barges so that the pier was approximately in position, lines were run from each of the four corners of the complex of barges to the two piers. The span was moved into exact position by manipulation of these lines.

A brisk easterly wind and light chop on the river added to the task of maneuvering the lofty structure, one of the highest spans ever floated into position this way in the history of bridge building.

Once in exact position, the span was lowered by jacking down the supporting falsework substructure.

Work was done on an incoming tide. High tide was about 12:30 p.m., half an hour after the span was in place.

Representatives of Portland television stations were here to film the procedure.

RECEIVED
FEB 28 1[illegible]

[illegible] (14)

6467

[illegible]

February 27, 1967

AIR MAIL
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Attention: Mr. George F. Ferris

Gentlemen:

This is in reply to your letter of February 17 concerning additional compensation in the amount of $19,454.26 on Contract No. 6467 for completion of the Astoria Bridge piers.

Your letter and the statement attached to it are being forwarded to the office of the State Highway Engineer for consideration.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Forrest Cooper
G.E. Rohde

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N.Y.

REGISTERED MAIL
RETURN RECEIPT REQUESTED

February 17, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Subject: Columbia River Bridge at Astoria
Completion of Piers, Bridge No. 7949
Contract No. 6467

Dear Mr. Query:

Reference is made to our "Requests for Additional Compensation" transmitted with our letter of October 22, 1965 to the Project Bridge Engineer in Astoria, Oregon.

Specific attention is directed to Claim No. HC-59 RAC-14 entitled "Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 occasioned by the action of the State or its Authorized Representatives."

The extra cost amounts to this claim No. HC-59 RAC-14 has now been determined by final audit of the subcontractor's (General Construction Company) payrolls. Accordingly, under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124; it is requested that additional compensation be made to the Contractor in the amount of nineteen thousand, four hundred fifty-four dollars and twenty-six cents ($19,454.26).

Very truly yours,
RAYMOND INTERNATIONAL, Inc.

George F. Ferris

George F. Ferris

GFF/ajv

RECEIVED
FEB 23 1967
OREGON
STATE HIGHWAY COMMISSION

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-14

Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 Occasioned by the Action of the State or its Authorized Representatives.

COMPUTATION OF CLAIM AMOUNT

SUBCONTRACTOR'S CLAIM			
Pier No. 170	$3,906.41		
Pier No. 169	6,260.34		
		$10,166.75	
OVERHEAD & GENERAL EXPENSE		6,750.00	
PROFIT AT 15%		2,537.51	
TOTAL ADDITIONAL COMPENSATION REQUESTED			$19,454.26

FORM 8-125

COMMISSIONERS
C[illegible]N L. JACKSON, CHAIRMAN
[illegible]DFORD
KENNETH N. FRIDLEY, MEMBER
VASCO
[illegible]D B. SIMPSON, MEMBER
[illegible]ORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 27, 1967

AIR MAIL
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Attention: Mr. George F. Ferris

Gentlemen:

This is in reply to your letter of February 17 concerning additional compensation in the amount of $19,454.26 on Contract No. 6467 for completion of the Astoria Bridge piers.

Your letter and the statement attached to it are being forwarded to the office of the State Highway Engineer for consideration.

Very truly yours,

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
K[illegible]TH N. FRIDLEY, MEMBER
[illegible]CO
[illegible] D. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 7, 1967

Mr. George F. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York, New York 10006

Re: Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467

Dear Mr. Ferris:

Reference is made to your letter of February 17, wherein you request additional compensation in the amount of $19,454.26 under your Claim No. HC-59 RAC-14 entitled "Request for additional compensation for extra costs incurred in fender construction at Piers 170 and 169 occasioned by the action of the State or its authorized represent̶atives". This claim is predicated on a so-called delay in the start of fender construction at the above-mentioned piers.

Page 7 of the supplemental special provisions, all alternates, states:

> "The contractor on this project shall coordinate his activities with those of other contractors and shall not interfere with the operations of the above-listed contractors.
>
> "The contractor on this project will not be permitted to start construction of the pier fenders at Piers 169 and 170 until such time as the steel superstructure contractor has completed his work on these piers and the contractor on this project has been notified by the engineer that the area to be occupied by the pier fenders is available."

In view of the above, which certainly indicates a delay was to be expected, this request for additional compensation is to be denied.

Very truly yours,

Forrest Cooper
State Highway Engineer

By Tom Edwards

Tom Edwards

FORM 61

RAYMOND
INTERNATIONAL INC.
140 CEDAR STREET NEW YORK 6, N. Y.

COPY

March 20, 1967

Mr. Forrest Cooper,
State Highway Engineer,
Oregon State Highway Department
Salem, Oregon 97310

Dear Sir:

Re: Columbia River Bridge at Astoria
Completion of Piers - Contract #6467

We are in receipt of your letter of March 7, 1967 wherein you state that our claim for $19,454,26 for additional compensation for extra cost incurred in fender construction at Piers 170 and 169, occasioned by the action of the State or its authorized representatives, is to be denied.

The basis of your denial is that the contractor should have expected a delay because Page 7 of the Supplemental Special Provisions indicated that the contractor would not be permitted to start construction on the pier fenders until such time as the steel superstructure contractor has completed his work and the contractor of this project has been notified by the engineer that the area to be occupied by the pier fenders is available.

In our opinion, this is not notification that there will be a delay of over six months during which time the cost of labor increased and during which time contractor had a continuing overhead which could not have been anticipated. Nothing in the specifications indicated that a delay would follow. As a matter of fact, the steel superstructure contractor had completed his work on these piers far earlier than the time which we were permitted to work.

Please accept this letter as notice of our intent to appeal your decision regarding our Claim #HC-59 RAC-14.

Very truly yours,

W. Denny
W. Denny
Vice President & General Manager
Heavy Construction

ld

Form 5' 40[illegible]

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 16th, 1965

Mr. Forrest Cooper,
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

On October 18th, 1965 we had delivered to the Oregon State Highway Department Project Bridge Engineer, Astoria, Oregon six (6) copies of our claims for additional compensation due us under Contract [illegible]. Since then we have not received an acknowledgment of the receipt of these claims.

I would appreciate from you an acknowledgment that these claims have been received.

Very truly yours,

[illegible]:ld

H. A. [illegible]

FILE COPY

P. O. BOX 868

TELEPHONE 325-2066

RAYMOND
INTERNATIONAL INC.
129 W. BOND STREET ASTORIA, OREGON

Project Bridge Engineer
Oregon State Highway Department
P. O. Box 868
Astoria, Oregon

Subject: Transmittal of Requests for Additional Compensation, Contract No. 6467.

Gentlemen:

1. Article 1.5.5 "Coordination of Specifications and Plans (Mod.)" of the Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction (Issue of May 1, 1954), Alternate "A", Contract No. 6467, incorporated by reference all Special Provisions to the Standard Specifications for Contract No. 6124 as a part of Contract No. 6467.

2. Under the provisions of Article 1.9.14 "Claim of Error or Omissions in Final Estimate", Special Provisions to the Standard Specifications for Contract No. 6124; the Contractor shall, within the period of 90 days following mailing of the Engineer's final estimate and voucher, submit to the Engineer an itemized statement of any and all claims which he has for additional compensation earned under the contract.

3. Inasmuch as the work under Contract No. 6467 has been completed with an estimate and voucher prepared showing final quantities and payments for all contract items with the exception of relatively minor ancillary structures, the Contractor submits herewith an itemized statement of any or all claims which he has for additional compensation under Contract No. 6467. It is the belief of the Contractor that an early conclusion of these matters would be to the mutual benefit of both the Oregon State Highway Department and the Contractor.

4. To assist the Engineer in his consideration and investigation of these claims, the Contractor would welcome the opportunity to discuss in detail the basis and computation of amounts in these "Requests for Additional Compensation".

Very truly yours,

RAYMOND INTERNATIONAL INC.

George F. Ferris

George F. Ferris

RF/fd
Enc: Requests for Additional
Compensation, Nos. 1 - 15

Columbia River Bridge
Contract No. 6467

ITEMIZED STATEMENT OF CLAIMS FOR ADDITIONAL COMPENSATION

RAC-1	Request for Contract Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 through 20.	$ 82,206.55
RAC-2	Request for Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.	154,664.13
RAC-3	Request for Additional Compensation to Rehabilitate State Furnished Forms used in Precast Piers.	79,456.70
RAC-4	Request for Additional Compensation for Extra Expense Incurred in the Placement of Rock for Scour Protection.	50,000.00
RAC-5	Request for Contract Adjustment of Payment Quantities for Item 31A, Rock Backfill, at Piers 18,19 and 20.	1,798.00
RAC-6	Request for Additional Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.	26,107.20
RAC-7	Request for Additional Compensation for Extra Expense Incurred in the Placement of Upper Section of Downstream Precast Shell, Pier 7.	13,058.19
RAC-8	Request for Additional Compensation for Extra Expense Incurred by Core Drilling vs. Percussion Drilling.	1,892.90
RAC-9	Request for Additional Compensation for Removal and Replacement of Seal Concrete and Intrusion Aggregate in Pier 169.	271,733.30
RAC-10	Request for Contract Adjustment of Payment Quantities for Extra Cement in Intrusion Concrete, Pier 169.	9,853.06
RAC-11	Request for Additional Compensation for Changed Conditions Encountered in Cofferdam for Pier 169.	3,789.47
RAC-12	Request for Additional Compensation for Extra Expense Incurred in Maintenance of Navigation Aids and Protection.	57,999.28

RAC-13	Request for Additional Compensation as Reimbursement for Costs of Materials Purported to be Furnished by the State at no cost to the Contractor.	Contingent
RAC-14	Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 Occasioned by the Action of the State or its Authorized Representatives.	Contingent
RAC-15	Request for Additional Compensation as Reimbursement for Extra Costs of Consequential Effects Occasioned by Actions of the State or its Authorized Representatives.	$167,187.95

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-1

Request for Contract Adjustment of Payment Quantities for Tremie and Class A Concrete, Piers 5 through 20.

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1. The Plans and Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", for Contract No. 6467, at Pier 5, provided two options to the Contractor for placing of the State Furnished precast shells and bringing the tops of the shells to plan elevation. The Contract Payment Schedule did not differentiate between either option as to compensation. The Contractor elected to perform this work by method of Option "B", (without build-up of precast shells), and with the fabrication of a precast cap all in accordance with Contract Drawing 19905 as being the most economic and compatible with utilization of available forms. Savings in this scheme were reflected in proposal to the State under Alternate "A" on which basis this contract was awarded. Plans for the accomplishment of this work on Pier 5 were submitted to the State and approved as of August 3, 1964.

2. The same reasoning that gave Alternate "A" precast cap option as the most economic method for Pier 5 construction also dictated use of the same procedure for the erection of Piers 6 through 20. (Contract Drawings No. 19906 and 19907.)

3. Inherent to Alternate "A" precast cap option method selected was the pouring of concrete by tremie only to an elevation approximately 8'-6" below the bottom of pier cap to allow for embedment of the dowels. The precast cap was then sealed with epoxy resin and lead wool on top of the precast shell and interior

of shell dewatered, top of tremie pour cleaned, and remaining core in pier and cap poured with Class "A" concrete to top of cap.

4. Notwithstanding the fact that all concrete above an elevation 8'-6" below bottom of caps on Piers 5 through 20 was poured in the dry by methods other than tremie or under water, and with a Class "A" concrete mix, the Contractor has not received payment for this yardage as Class "A" concrete.

5. The Project Bridge Engineer had given an opinion that the yardage in dispute is Tremie Concrete by reference in letter, dated March 9, 1965, to Tremie Concrete limits shown on Contract Drawings Nos. 17617, 17619, and 17621. However, these drawings apply to an option of pier construction other than the one used, with the Project Bridge Engineer's concurrence, essential to Alternate "A" construction.

6. Supplemental to the above drawings, and superseding, were modifications to Piers 5 through 20, drawings Nos. 19905, 19906, and 19907, in accordance with which drawings the piers were built. While these drawings may have been issued for the convenience of the Contractor on previous Contract No. 6124, by inclusion in Contract No. 6467 documents they have become the basis of concrete payment on the present contract where the method of pier construction indicated was utilized and proposals were so solicited under the Alternate "A" option incorporating the methods shown on these drawings.

7. It is common to the construction industry that stipulated and approved methods of construction are the criterion by which determination is made of payment quantities. There is no dispute that the yardage in question was Class "A" concrete mix and was placed by methods other than tremie, that is by the same procedure used to place Class "A" concrete in cap core, and with the full know-

ledge and approval of the Project Bridge Engineer.

8. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplment 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor for the reclassification of certain Tremie Concrete to Class "A" Concrete in the amount of eighty-five thousand, two hundred and six dollars and fifty-five cents ($85,206.55).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-1

Request for Contract Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 through 20.

COMPUTATION OF CLAIM AMOUNT

1. Volume of concrete in dispute:

Pier No. 5	67.786 cy
Piers No. 6 thru 12	474.501
Piers No. 13 thru 20	178.009
TOTAL	720.296 cy

2. Requested payment at reclassification of disputed volume from Tremie to Class "A" Concrete:

Pier No. 5	67.786 cy @ $215.00/cy	$ 14,573.99
Piers No. 6 thru 12	474.501 cy @ $180.00/cy	85,410.18
Piers No. 13 thru 20	178.009 cy @ $180.00/cy	32,041.62
	SUB-TOTAL	$ 132,025.79
Less previous payments as Tremie Concrete:	720.296 cy @ $65.00/cy	(46,819.24)
TOTAL ADDITIONAL COMPENSATION REQUESTED		$ 85,206.55

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-2

Request for Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.

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1. Under the Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), All Alternates, for Contract No. 6467, Article 1.5.5 "Coordination of Specifications and Plans" (Mod.) incorporated by reference all Special Provisions of Contract No. 6124 as a part of Subject Contract No. 6467.

2. Article 2.4.13 "Construction Joints" (Mod.) of the Special Provisions Addendum dated June 13, 1962 of referenced Contract No. 6124 stated that..."At the horizontal construction joint shown between tremie concrete pours for the Alternate "A" type piers, the contractor will not be required to clean the surface of the hardened concrete."...

3. In the Contractor's proposal for Contract No. 6467 credit was given to the State for the elimination of "laitance removal" from contract work items under the normal assumption that if this work were necessary it would be compensated for by the provisions of Article 1.9.5 - "Payment for Force Account" (Rev. & Supp. 4-59), Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract 6124. It being understood, that by this method of payment, the State would be able to closely control the amount of "laitance removal" performed without dispute.

4. In actuality this laitance was ordered removed by the Project Bridge Engineer without payment to the Contractor for the additional expense incurred.

5. Under the provisions of Article 1.9.14 "Claims of Error or Omission in Final Estimate" Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, additional compensation is requested for the removal of all laitance from tremie pours, as directed by the Project Bridge Engineer, in the amount of one hundred fifty-four thousand, six hundred sixty-four dollars and thirteen cents ($154,664.13).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-2

Request for Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$	19,834.25
DIRECT MATERIAL AND SUBCONTRACTS		- - -
EQUIPMENT RENTAL		87,682.50
TOTAL DIRECT COST		107,516.75
OVERHEAD & SUPERINTENDENCE @ 25.088%		26,973.80
PROFIT AT 15%		20,173.58
TOTAL ADDITIONAL COMPENSATION REQUESTED	$	154,664.13

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-3

Request for Additional Compensation to Rehabilitate State Furnished Forms Used in Precast Piers.

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1. The Supplmental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), All Alternates, under Alternate Conditions and Bids, Alternate "A", Contract No. 6467, made available to the Contractor by the State at no cost to the Contractor, for use in construction of the project:

> ..."a. All steel forms for precast piers to elevation -3."...

2. The above equipment was made available to the Contractor on an "as is" basis, with the implied warranty that these forms were and had been used satisfactorily on previously accepted work. Accordingly only normal reconditioning of these forms was allowed for in the Contractor's proposal for Alternate "A".

3. In matter of fact, these forms were not wholly adequate to perform the work as intended. Their design and fabrication was such as to yield and split seams when utilized in precasting the piers. Considerable expense had to be expended to rebuild and strengthen these forms with resulting delays to job operations. During pours continual welding was required to hold the forms together. Form yielding gave an 8.0% Class "A" Concrete overrun.

4. Inasmuch as the State was well aware of the difficulties experienced by the Contractor on Contract No. 6124 in his utilization of these forms, the State's

oversight to notify and disclose this information to prospective bidders on Contract No. 6467 can only be construed as an inadvertent inducement to influence bidders in submitting more favorable estimates of their expected costs under Alternate "A".

5. The State has received full benefit of its failure to completely inform the Contractor of the true conditions of the steel forms for precast piers by awarding Contract No. 6467 on the basis of Alternate "A"; accordingly the State is in justice responsible for the extra costs incurred by the Contractor who relied implicitly on implied warranty that the subject forms were of adequate design and condition to perform the use for which intended without extra undue expense.

6. Under the provisions of Article 1.9.14 "Claims of Error or Omission in Final Estimate" Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, additional compensation is requested for the extra costs incurred by the Contractor in the utilization of these State furnished steel forms for precast piers in the amount of seventy-nine thousand, four hundred fixty-six dollars and seventy cents ($79,456.70).

Columbia River Bridge
Contract No. 6467
Claim HC-59 RAC-3

Request for Additional Compensation to Rehabilitate State Furnished Forms Used in Precast Piers.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. &.P.	$ 12,046.50
DIRECT MATERIAL AND SUBCONTRACTS	34,844.33
EQUIPMENT RENTAL	8,344.51
TOTAL DIRECT COST	55,235.34
OVERHEAD & SUPERINTENDENCE @ 25.088%	13,857.44
PROFIT AT 15%	10,363.92
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 79,456.70

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-4

Request for Additional Compensation for Extra Expense Incurred in the Placement of Rock for Scour Protection.

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1. During the preparation of his proposal for the Columbia River Bridge, under the Special and Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Contract No. 6467, the Contractor noted the absence of any provisions for "Scour Protection" in the "Contract Plans and Specifications". The minimal amount of "Rock Backfill" indicated on the "Supplemental Summary" and "Bid Schedule" was purported to be required in the Supplemental Special Provisions, Alternate "A", "Work to be Done", to be backfill for

. ."Foundation areas (which were over excavated under Contract No. 6124) below precast shells as shown on Drawing No. 19903"...

and similarly the Supplemental Special Provisions, All Alternates, stated

..."Foundation areas were excavated below grade under precast shells (see Drawings Nos. 19902 and 19903)."... for Piers 18, 19, and 20.

2. Implicit in the Contract Plans and Specifications was the conclusion that scouring of the river bottom would not and had not been a problem other than at Pier 169 directly adjacent to the main ship channel. These contract documents also inferred definitely that the natural material insitu in the river bottom, represented on Drawing No. 17604 to be sand and silt, would enable tremie concrete to be placed thereon in the bottom of the precast shells with a minimum depth of approved backfill material.

3. The Contractor, concerned over the information in Supplemental Special

Provisions, All Alternates, Work Completed under Contract No. 6124, Pier 169, i.e.,

..."6. Pier protection has been placed around this pier — etc."...

and details on Contract Drawing No. 19904; by letter dated June 22, 1964 to the State Highway Bridge Engineer made inquiry

..."CLARIFICATION REQUEST NO. 2

Reference: Drawings Nos. 17641 and 19904.

Q. Is it the State's intention to backfill the scoured area around Pier No. 169 to the original stream bed bottom?

If so, when is backfilling to be done, what materials are to be used and what is the basis of payment for such backfill?

Should a similar condition arise in the construction of Pier No. 168, will the same be applicable?"...

The State Highway Bridge Engineer's reply to the above request in letter dated June 23, 1964 was

..."CLARIFICATION REQUEST NO. 2

The stream bed area around Pier 169 has been stabilized by the installation of brush fascines and coarse gravel. The State does not intend to do any further work in this area during the life of this contract. Any scour which occurs around Pier 168 cofferdam is the responsibility of the contractor. The State intends to take no measures to prevent scouring at this pier during the pier construction."...

It is therefore self-evident that the State was of the opinion that protective measures taken at Pier 169 were sufficient against further scour in that vicinity and that at Pier 168 little or no scour was expected during the life of Contract No. 6467.

4. Relying on the State's evaluation of the Columbia River foundation conditions and repeated implied assurances that bottom scour around all pier foundations would not be other than minor; the Contractor so priced his proposal for Contract No. 6467 with a minimum allowance for scour protection.

5. The initial precast shell placement took place at Pier 17 on August 21, 1964. Directly after seating the precast shells on the temporary pile supports the depths from the bells to bottom of excavation were checked. On August 22nd, after two ebb tides, these same depths were measured and it was found that scour up to two feet under the bells had occurred. Additional rock other than for backfill was then dumped to prevent further scour.

6. The next setting of precast shells was at Pier 16 on October 1, 1964. In this case the scouring of the foundation after setting of the precast shells was even more severe than at Pier 17. Scour depths to three feet in four hours and continuing were measured.

7. In the absence of intent on the part of the State to issue prompt instructions on this matter, the Contractor undertook immediate remedial action. Before placing other precast shells for piers, when practicable, rock was dumped to their bottom levels; with additional rock being placed around all the precast shells after they were set in position. The State obviously agreed with the Contractor's corrective actions inasmuch as on the 15th of December 1964, a contract was awarded for some 70,000 tons of riprap and gravel bedding; this material was placed around the completed bridge substructures. An addition to this contract provided for dumping more rock protection at Pier 169.

8. Consistent with the Contractor's actions taken to prevent scour at Piers 6 through 20; a rock blanket protection was dumped at Pier 168. As a result this cofferdam did not experience the hazardous scouring as had previously taken place under Contract No. 6124, at Pier 169 cofferdam. This protection from scour at Pier 168 withstood one of the most severe water conditions of record at the job site.

9. It is now evident that the State, in its design of substructural elements, inadvertently misinterpreted the characteristics of the river bottom material as to its resistance to scouring. Of certain the excavation as such did not require the necessity of rock placement. Rather it has been incipient scour, the causation of which was the introduction of bridge substructural elements into high velocity currents. This proven obtained and anticipated scour required rock placement in order to sufficiently stabilize and effectively close the pier foundations for satisfactory installation of the seal concrete and provide protection for the bridge substructure.

10. Notwithstanding the State's initial position that scour was not a serious problem, its subsequent actions, (i.e. awarding contract for placement of additional riprap and gravel), belied such a representation. The Contractor, accordingly, performed a design change and worked under changed operating conditions which should have been recognized by the State and compensation provided for in Contract No. 6467.

11. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No.

6124, it is requested that additional compensation be made to the Contractor for the extra expense incurred in the placement of rock for scour protection in amount estimated at approximately fifty thousand dollars and no cents ($50,000.00).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-5

Request for Contract Adjustment of Payment Quantities for Item No. 31A, Rock Backfill, at Piers 18, 19, and 20.

---

1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 195[illegible]), for Alternate "A", Contract No. 6467, required that the foundation areas of Piers 18, 19, and 20 be backfilled with

> ..."reasonably well graded crushed or uncrushed rock or gravel and suitable for use for which it is intended."...

and in accordance with Contract Drawing No. 19903. Payment to be made under Item No. 31A, "Rock Backfill", with measurement made in the "hauling vehicles".

2. Included in the prescribed method of Alternate "A" construction for Piers 18, 19, and 20, as shown on Drawing 19903, was the placement of rock backfill to levels of circumferential edges of the pier shell bottoms. Advice of our Marine Superintendent, based on his previous experience in such work, dictated the necessity of placing additional rock backfill to control scour, allow for backfill settlement, and prevent extrusion of tremie concrete from under the shells, This additional rock backfill placement with respect to these critical levels and edges of the pier shell bottoms proved correct. On other piers the cost of additional rock backfill placement above pier shell bottoms was absorbed by the Contractor; however, since the State specifically undertook to control rock backfill at Piers 18, 19, and 20 by "measurement in hauling vehicles", the responsibility and cost of all such necessary additional rock backfill is properly that of the State.

3. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, of the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor under Item No. 31A, "Rock Backfill" in the amount of one thousand, seven hundred and ninety-eight dollars and no cents ($1,798.00).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-5

Request for Contract Adjustment of Payment Quantities for Item 31A, Rock Backfill, at Piers 18, 19, and 20.

COMPUTATION OF CLAIM AMOUNT

124 Cu. Yd. Rock @ Contract Item 31 Unit Price of $14.50 =	$ 1,798.00

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6

Request for Additional Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.

---

1. Contract No. 6467 comprised the work as prescribed under Alternate "A" of the Supplemental Special Specifications to the Standard Specifications for Highway Bridge Construction (Issue of May 1, 1954).

2. During the life of Contract No. 6467 the Contractor experienced certain delays which were occasioned by acts of the State or its authorized representatives as follows:

   a. On August 10, 1964 at Pier 19, approval was given by the engineer for the make-up of gravel backfill shortage by tremie seal concrete at no cost to the State and accordingly gravel placing plant was demobilized. This approval was subsequently withdrawn and the gravel placing plant had to be again mobilized to complete this work.

   b. On November 16, 1964 at Pier 6, the Contractor located his jacking barges in positions triangulated by the State Engineers. It was later determined that the given positions were incorrect, and on November 17th it was necessary for the Contractor to expend time and effort to correct and re-position this equipment. The major floating plant involved made this delay of sequential nature affecting the total job progress.

   c. On February 8th and 9th, 1965 while placing concrete at Pier 17, the Contractor was advised that the State surveyed positions of the embedded anchor bolts was incorrect. The concrete placing crews and plant were required to stand-by while the work of re-location of these anchor bolts was accomplished.

d. On June 5, 1965 at Pier 10, an unsatisfactory tremie seal had been removed and a request was made to the State Engineers for permission to continue with the placing of the tremie concrete; such permission was denied. However, on June 11th, a joint Contractor-State inspection of existing tremie seal conditions was made and approval was given to proceed notwithstanding the fact that no work had been done on the tremie seal by the Contractor since June 5. The delay resulting from this withholding of approval is of a sequential nature because the Contractor had to re-schedule the use of his special equipment in order to set up for the joint Contractor-State inspection. A secondary expense resulted from the withholding of approval in that, time being the essence, he was forced to modify the Pier 10 precast cap for use at Pier 11 in order to free the casting barge.

e. On July 9, 1965 at Pier 12, the State Engineers triangulated and located the Contractor's jacking barges. Attempts were made to set the precast cap in its final position. Because of the fact that the given lifting caisson positions were in error, considerable damage to the precast cap ensued. Expensive repairs to precast cap were performed to State specifications and normal progress was not resumed until 21 July. A sequential delay, together with the expenditure for repairs, was the result of the positioning error.

3. Inasmuch as these delays are due to causes beyond the control of the Contractor and occasioned by acts of the State or its authorized representatives; under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor for the extraordinary costs and expense of these delays in the amount of twenty-six thousand, one hundred and seven dollars and twenty cents ($26,107.20).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6

Request for Additional Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 2,930.85
DIRECT MATERIAL AND SUBCONTRACTS	2,463.44
EQUIPMENT RENTAL	12,754.46
TOTAL DIRECT COST	18,148.75
OVERHEAD & SUPERINTENDENCE @ 25.088%	4,553.16
PROFIT AT 15%	3,405.29
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 26,107.20

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6a

Request or Additional Compensation for Delay at Pier 19 Occasioned by State Engineer s Reversal of Decision Regarding Gravel Backfill.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR, including Payroll Insurance and Taxes, and H. W. & P.	$	78.09
DIRECT MATERIAL AND SUBCONTRACTS		---
EQUIPMENT RENTAL		425.00
TOTAL DIRECT COST		503.09
OVERHEAD & SUPERINTENDENCE @ 25.088%		126.22
PROFIT AT 15%		94.40
TOTAL ADDITIONAL COMPENSATION REQUESTED	$	723.71

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6b

Request for Additional Compensation for Delay Due to Incorrect Triangulation of Docking Barges by State Engineers at Pier 6, November 16, 1964.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 203.28
DIRECT MATERIAL AND SUBCONTRACTS	- - -
EQUIPMENT RENTAL	843.75
TOTAL DIRECT COST	1,047.03
OVERHEAD & SUPERINTENDENCE @ 25.088%	262.68
PROFIT AT 15%	196.46
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 1,506.17

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6c

Request for Additional Compensation for Delay Due to State Errors in Surveyed Positions of Anchor Bolts, Pier 17, February 1965.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$	211.55
DIRECT MATERIAL AND SUBCONTRACTS		- - -
EQUIPMENT RENTAL		1,000.00
TOTAL DIRECT COST		1,211.55
OVERHEAD & SUPERINTENDENCE @ 25.088%		303.95
PROFIT AT 15%		227.33
TOTAL ADDITIONAL COMPENSATION REQUESTED	$	1,742.83

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6d

Request for Additional Compensation for Delay Occasioned by State Inspection of Tremie Seal at Pier 10, June 1965.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$	1,192.99
DIRECT MATERIAL AND SUBCONTRACTS		1,792.75
EQUIPMENT RENTAL		3,078.98
TOTAL DIRECT COST		6,064.72
OVERHEAD & SUPERINTENDENCE @ 25.088%		1,521.52
PROFIT AT 15%		1,137.94
TOTAL ADDITIONAL COMPENSATION REQUESTED	$	8,724.18

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-6e

Request for Additional Compensation for Delay Occasioned by Erroneous Interpretation by State of Lifting Caissons, Pier 12, July 1965.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 1,244.94
DIRECT MATERIAL AND SUBCONTRACTS	670.69
EQUIPMENT RENTAL	7,406.73
TOTAL DIRECT COST	9,322.36
OVERHEAD & SUPERINTENDENCE @ 25.088%	2,338.79
PROFIT AT 15%	1,749.17
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 13,410.32

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-7

Request for Additional Compensation for Extra Expense Incurred in the Placement of Upper Section of Downstream Precast Shell, Pier 7.

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1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be Done, Contract No. 6467, required the placement of precast shells for the downstream bell of Pier 7.

2. Difficulty was encountered in setting the lower section of the precast shell for the downstream bell of Pier 7 due to the fact that the bearing piles were out of position. This unanticipated condition was corrected by shimming the lower section of the precast shell on the false piles so that it was out of plumb; the top of this section was then checked by the State and determined to be in the correct location. State Force Account No. 5, in the amount of $16,270.21, was issued as payment for this extra effort and expense on part of the Contractor.

3. The upper section of the precast shell for the downstream bell of Pier 7 was next set and approved by the State as in right location. It was later found that the top of this upper section had moved downstream and was no longer in satisfactory position. The section was shifted upstream two inches on top of the lower section and shims placed between the upper and lower sections of this bell to bring the top to within acceptable tolerance by the State.

4. As the movement of the upper section of the precast shell for the downstream bell of Pier 7 was a direct consequence of the "out of plumb" setting required to position the lower section of the precast shell, and further that this problem did not occur on any of the other precast shell placements; the reimbursement of the Contractor's extra expense incurred in the correction of this condition is rightly the liability of the State.

5. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor for the extra costs of correcting the position of the Upper Section of the downstream precast shell of Pier 7 in the amount of thirteen thousand, fifty-eight dollars and nineteen cents ($13,058.19).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-7

[illegible] Additional Compensation for Extra Expense Incurred in the Placement of Inner Section of Downstream Precast Shell, Pier 7.

COMPUTATION OF CLAIM AMOUNT

EXT WORK ORDER NO. 5, as originally invoiced	$ 29,484.17
AMOUNT PAID BY OSHD TO DATE	(16,270.21)
BALANCE	13,213.96
LESS DIVER'S TIME QUESTIONED BY OSHD	(155.77)
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 13,058.19

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-8

Request for Additional Compensation for Extra Expense Incurred by Core Drilling vs Percussion Drilling.

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1. During the progress of the work on Contract No. 6467, for the Contractor's convenience, the dowels were relocated in the precast caps for Piers 5, 11, and 12.

2. In the above instance the Contractor proposed to drill the holes for the dowels by percussion drilling. The State directed that these holes be core drilled.

3. At Pier 17, for the convenience of the State, holes for anchor bolts were ordered drilled, on force account, by the percussion method.

4. It would appear that the State was arbitrary in requiring core drilling when for the Contractor's convenience yet directing less costly but equivalent percussion drilling when for the State's convenience.

5. In matter of justness, and in the absence of any technical qualifications or requirements, the Contractor should have been allowed to drill the dowel holes by any means most economical and efficient.

6. On the basis of equity and under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, additional compensation is requested for the extra costs incurred in core drilling over those costs as would have been obtained by percussion drilling of the same footage of holes in the amount of one thousand, eight hundred ninety-two dollars and ninety cents ($1,892.90).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-8

Request for Additional Compensation for Extra Expense Incurred by Core Drilling vs Percussion Drilling.

COMPUTATION OF CLAIM AMOUNT

Total Amounts Paid Subcontractors for 208.5 lf of Core Drilling for Piers 5, 10, and 12	$ 2,566.87
Estimated Cost of Percussion Drilling 208.5 lf @ $6.00/lf	(1,251.00)
EXTRA COST INCURRED	1,315.87
OVERHEAD AT 25.088%	330.13
PROFIT AT 15%	246.90
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 1,892.90

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-9

Request for Additional Compensation for Removal and Replacement of Seal Concrete and Intrusion Aggregate in Pier 169.

---

1. Under the Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be Done, for Contract No. 6467, the existing seals in Pier 169 cofferdams had to be removed to elevation -65 and to lines indicated on Contract Drawings No. 19904. The contract drawings purported that these cofferdams had been constructed to the dimensions shown and that no extra bearing piles had been driven.

2. In matter of fact, the sheet pilings of the cofferdams for Pier 169 were not on the lines indicated and thirty-seven additional bearing piles had been driven. This information was known to the State but not disclosed to the Contractor when proposals were solicited for Contract No. 6467.

3. Notwithstanding the specification that

..."In performance of this work, (seal removal) any concrete found tightly bonded between the flanges of the foundation piles may be left bonded to the piles."...the Contractor was required to remove all original seal concrete within the cofferdams' limits including that bonded between the flanges of all foundation piles and arches of the sheet pilings down to designated elevation.

4. This seal concrete removal beyond the limits and scope delineated in the contract specifications and plans not only resulted in considerable increase in extra costs of the excavation but also delayed the sequential following

operations and made necessary the placement of additional intrusion concrete to fill the voids created.

5. The State reserved the right, under the provisions of Article 1.9.3 "Alterations in Details of Construction" (Rev. 4-60) Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, to make an increase in the quantity of contract work with payment by adjustment of lump sum bid price. In this instance the character and location of the increased work are such as to not sufficiently compensate the Contractor by this prorated increase. A fair and equitable amount is the reimbursement to the Contractor of his actual costs for the performance of this work.

6. At the downstream or west foundation, the increased seal concrete removal work described in the foregoing paragraphs required forty shifts of extra time and resulted in rescheduling of the following operation, that of installation of the replacement seal, into a period of severe and abnormal weather. As a direct result of this enforced rescheduling of the work, 1000 cubic yards of aggregate for intrusion concrete was contaminated by river-borne silt and had to be removed and discarded.

7. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor for increased work performed in removing and replacing seal concrete and the removal and replacement of contaminated aggregate in the amount of two hundred seventy-one thousand, seven hundred and thirty-three dollars and thirty cents ($271,733.30).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-9

Request for Additional Compensation for Removal and Replacement of Seal Concrete and Intrusion Aggregate in Pier 169.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 58,644.41
DIRECT MATERIAL AND SUBCONTRACTS	24,648.50
EQUIPMENT RENTAL	105,605.97
TOTAL DIRECT COST	188,898.88
OVERHEAD & SUPERINTENDENCE @ 25.088%	47,390.95
PROFIT AT 15%	35,443.47
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 271,733.30

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-10

Request for Contract Adjustment of Payment Quantities for Extra Cement in Intrusion Concrete, Pier 169.

---

1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be Done, for Contract No. 6467, required the pouring of new seals at Pier 169 with payment for this work to be made under Item No. 81, "Seal Concrete". In the placement of Item No. 81, "Seal Concrete", the intrusion process was used by the Contractor.

2. Under the provisions of Article 2.4.5 "Classification and Proportioning of Concrete Mixtures", (Supp.), Special Provisions to the Standard Specifications for Highway Bridges, (Issue of May 1, 1954), Contract No. 6124, the Engineer increased the cement content of the Intrusion Concrete with a payment adjustment to be made for the change in proportion of cement in concrete mix based on the actual cost of cement delivered at site.

3. Article 2.4.28 "Measurement and Payment" of the Standard Specifications for Highway Bridges states:

...."Payment will be made on the basis of the actual yardage within the neat lines of the structure as shown on the plans or revised by the Engineer"...

In the instance of Pier 169 the limits of Intrusion Concrete were revised by the Engineer to include all yardage within the limits of the cofferdams; it being a matter of fact that the cofferdams were not constructed as represented on the Contract Drawings.

4. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor for the extra cement used in Item No. 81 "Seal Concrete" in Pier 169 and including all cement in the "Seal Concrete" required to be placed by the Engineer, in the amount of nine thousand, eight hundred fifty-three dollars and six cents ($9,853.06).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-10

[illegible] Contract Adjustment of Payment Quantities for Extra Cement in

[illegible] Concrete, Pier 169.

COMPUTATION OF CLAIM AMOUNT

[illegible] GROUT USED IN SEALS:	Upstream Foundation	1,078.5 cy
	Downstream Foundation	978.0 cy
		2,056.5 cy

EXTRA CEMENT IN GROUT, at 3-1/3 sacks per cubic yard:
2,056.5 cy @ 3.333=6,854.3 sacks

CLAIM AMOUNT: 6,854.3 sacks @ $1.4375 = $ 9,853.06

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-11

Request for Additional Compensation for Correction of Conditions Encountered in Cofferdam for Pier 169.

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1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be Done, Contract No. 6467, required utilization of existing cofferdams in construction of Pier 169.

2. To properly construct the downstream foundation of Pier 169 the Contractor was obliged to undertake substantial corrective actions to repair and reinforce the northwest corner of the existing structure.

3. Inasmuch as this condition requiring cofferdam corrective work could not have reasonably been anticipated by the Contractor in his proposal for Contract No. 6467; under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, it is requested that additional compensation be made to the Contractor in the amount of three thousand, seven hundred eighty-nine dollars and forty-seven cents ($3,789.47).

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-11

Request for Additional Compensation for Changed Conditions Encountered in Cofferdam for Pier 169.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 1,000.30
DIRECT MATERIAL AND SUBCONTRACTS	556.50
EQUIPMENT RENTAL	1,077.50
TOTAL DIRECT COST	2,634.30
OVERHEAD & SUPERINTENDENCE @ 25.088%	660.89
PROFIT AT 15%	494.28
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 3,789.47

Columbia River Bridge
Contract No. 6467
Claim HC-59 RAC-12

Request for Additional Compensation for Extra Expense Incurred in Maintenance of Navigation Aids and Protection.

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1. Under the Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), All Alternates, for Contract No. 6467, Article 1.5.5 "Coordination of Specifications and Plans" (Mod.) incorporated by reference all Special Provisions of Contract No. 6124 as a part of subject Contract No. 6467.

2. The Special Provisions of Contract No. 6124 stipulated that the United States Coast Guard Commander having jurisdiction over the area where the bridge is being built would prescribe the temporary lights and other signals to be displayed for the protection of navigation.

3. The DeLong Corporation made application and received approval from the District Coast Guard Commander for the use of lights on the bridge substructures. Raymond International Inc. continued to maintain this system of temporary lights.

4. The overall construction of this bridge created very hazardous navigational conditions in the vicinity of Pier 169. The radar readings on the bridge steel being erected on Pier 170 were so "broad" as to cause passing ships to veer to the north side of the channel. Outward bound ships entered the Tansy Point Range through a twenty-three degree turn to starboard (right) only 2400 yards upstream from the bridge site, sometimes with ebb tides running to six knots

on the port (left) rear quarter. This maneuver, often compounded in difficulty by foggy weather or high varying winds from all points, caused an inherent tendency on the part of the ships to drift toward the north side of the channel or Pier 169 location.

5. Several near collisions by ships with Pier 169 prompted the Contractor to request additional navigational aids from the Coast Guard District Commander. It was agreed that a system of buoys, placed by the Coast Guard, would be most effective. Despite intensive efforts by the Contractor and the State, including contacts with the Coast Guard Commandant in Washington, D. C., no buoys could be obtained.

6. As an alternate to the use of buoys and on the informal suggestion of the Coast Guard, a barge was to be obtained and anchored, with lights and signals, on the main channel side of Pier 169. The Contractor's apprehension over the existing hazardous navigational conditions proved correct. While the barge was being outfitted and two days before it was moored in place, the ship "SEAMAR" collided with the cofferdam at Pier 169 causing considerable damage and delays to the works. The guard barge, once anchored in position, was maintained on a round-the-clock basis until the work at Pier 169 under Contract No. 6467 was terminated.

7. The providing of this guard barge by the Contractor, was of an extraordinary nature and expense that could not have been reasonably anticipated in the Contract Proposal.

8. The State was well aware of the potentially dangerous navigational conditions that would be occasioned by its selection of this site for bridge

construction. In the State's role as owner and coordinator of all contracts for the erection of the bridge, it was axiomatic and mandatory that it should have taken positive actions to establish the necessary safeguards, not only for protection of navigation but also for Contractor's personnel and equipment. It is now obvious that the display of temporary lights was ineffective and only the posting of a guard barge by the Contractor prevented the proven hazardous working conditions from resulting in further ship collisions with the works.

9. On the basis of equity and under the provisions of Article 1.9.14 "Claims of Error or Omission in Final Estimate" Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, additional compensation is requested for the extraordinary costs and expense of obtaining and maintenance of navigational aids and protection in the amount of fifty-seven thousand, nine hundred and ninety-nine dollars and twenty-eight cents ($57,999.28).

Columbia River Bridge
Contract No. 6467
Claim HC-59 RAC-12

Additional Compensation for Extra Expense Incurred in Maintenance on Aids and Protection.

COMPUTATION OF CLAIM AMOUNT

DIRECT LABOR including Payroll Insurance and Taxes, and H. W. & P.	$ 12,807.00
DIRECT MATERIAL AND SUBCONTRACTS	1,806.00
EQUIPMENT RENTAL	25,705.94
TOTAL DIRECT COST	40,318.94
OVERHEAD & SUPERINTENDENCE @ 25.088%	10,115.22
PROFIT AT 15%	7,565.12
TOTAL ADDITIONAL COMPENSATION REQUESTED	$ 57,999.28

Columbia River Bridge
Contract No. 6467
Claim HC-59 RAC-13

Request for Additional Compensation as Reimbursement for Costs of Materials Purported to be Furnished by the State at no Cost to the Contractor.

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1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), All Alternates, under Alternate Conditions and Bids, Alternate "A", Contract No. 6467, reads as follows:

> ..."2. Equipment. Under this alternate, the following equipment, presently stored at Tongue Point, will be made available to the Contractor by the State at no cost to the Contractor, for use in construction of the project:
>
> a. All steel forms for precast piers to elevation -3.
> b. All steel forms for precast caps.
> c. All steel forms for Pier 169 shafts.
> d. All steel forms and supporting steel beams for box girder soffit of Pier 169.
> e. Lifting spider attachment to precast shells for precast shell placing operations.
> f. Jigs and bases for fabrication of reinforcing steel cages.
>
> The above equipment will be made available to the contractor on an "as is" basis, and it shall be the responsibility of the contractor to determine to his own satisfaction the use he can make of this

equipment. Upon completion of the project, the contractor shall neatly stockpile all of the above equipment in the storage area at Tongue Point, as directed by the engineer."...

..."3. Materials. Under this alternate, the following materials stored at Tongue Point will be made available to the contractor by the State, at no cost to the contractor, for use in construction of the project:

a. Structural steel skirts cut for Pier 5 shells to compensate for over excavation."...

2. The Contractor's proposal for Alternate "A", on which basis Contract No. 6467 was awarded, was predicated on the obtaining of the above equipment and materials as represented in the specification, i.e. ..."will be made available to the contractor, at no cost to the contractor"...

3. We are now the defendant in action DeLong Corporation vs Raymond International, Inc., bearing Civil Action No. 3140-64 in the United States District Court for the District of Columbia in the amount of $333,158.45 pertaining to the ownership of the referenced equipment and material purported, by the specifications, to have been the property of the State. We are defending this suit pursuant to the request of, and under the direction of, the Oregon State Highway Commission.

4. Under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, we hereby request full reimbursement for the amount of the defense costs in this suit plus any recovery that may be awarded to the DeLong Corporation.

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-14

Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 Occasioned by the Action of the State or its Authorized Representatives.

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1. The Supplemental Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Alternate "A", Work to be Done, Contract No. 6467, required the construction of Pier Fenders at Piers 169 and 170.

2. On October 12, 1964, a firm subcontract, with the approval of the State, was signed with the General Construction Company for Fender Construction conditional on starting work at Pier 170 by December 1, 1964.

3. On November 5, 1964 the Contractor was advised by Mr. W. Ballinger, Deputy Project Bridge Engineer, that Pier 170 would probably be available for Fender Construction in mid-December after the removal of American Bridge's falsework in the general area. This information was relayed to the Fender Construction Subcontractor.

4. After protracted delays, on January 8, 1965 the Project Bridge Engineer stated that Pier 170 would not be released for Fender work until the removal of the subject American Bridge's falsework tower for placement between Piers 168 and 169, this removal to be contingent on release to American Bridge of Pier 169, anticipated to be in June or July 1965.

5. This substantial delay in start of the fender construction has resulted in increased labor costs to our approved subcontractor for this work, General

Construction Company, in that their labor agreement with the Piledriver's Union expired on April 15, 1965.

6. In letter of February 4, 1965, General Construction Company gave the Contractor notice of a claim for his increased labor costs on Pier 170 Fender Installation. Notice of such claim was forwarded to the State in Contractor's letter of March 22, 1965.

7. It is anticipated that the General Construction Company and Raymond International, Inc. will incur further additional costs, by reasons of actions of the State or its Authorized Agents, for which they will expect reimbursement.

8. Inasmuch as these extra costs in Fender Construction are occasioned by actions on the part of the State or its Authorized Agents, notification is hereby given of the Contractor's intent, under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124; to request such reimbursement as may be claimed by the General Construction Company as compensation of their additional costs together with the Contractor's extra costs arising therefrom in the Fender Construction.

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-15

Request for Additional Compensation as Reimbursement for Extra Costs of Consequential Effects Occasioned by Actions of the State or Its Authorized Representatives.

---

1. Contract No. 6467 comprised the work as prescribed under Alternate "A" of the Supplemental Special Specifications to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Columbia River Bridge, Astoria, Oregon-Point Ellice, Washington, Completion of Substructure for Steel Spans. Inherent as the basis of the Contractor's proposal for this work was the sequence of use of highly specialized plant and equipment. Schedule delays are normally overcome by "acceleration", this usually consisting of overtime work and/or the mobilization of additional plant and crews. The specialized nature of the Contractor's plant and working conditions on this project made such action unfeasible, both timewise and economically. Accordingly any delay obtained in the scheduling of this plant, by reasons beyond the control of the Contractor, of necessity directly affected the duration of the overall contract execution.

2. The Plans and Specifications for Contract No. 6467 provided for the performance of extra work on the basis of "Force Account" with reimbursement of the Contractor's costs to be made under the conditions of Article 1.9.5 "Payment for Force Account Work" (Rev. & Supp. 4-59), Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124. Notwithstanding the fact that a sizeable amount of "Force Accounts" were accomplished by the Contractor using his critical plant; no

contract time extensions were granted for such reasons by the State at the time of performance of these "Force Accounts".

3. Other contract delays were caused by (a) actions of the State or its Authorized Representatives in the carrying out of its obligations and duties, (b) increases in the scope of the contract work, along with (c) "Force Majeure" comprised of labor strikes and unusually severe weather.

4. This interference with the Contractor's scheduled operations for his critical floating plant, compounded by the experienced weather, tidal, and other working conditions; has disrupted the orderly progression of the works, caused inefficiencies in equipment use, and made necessary the requirement of operating in periods of adverse weather. The "Consequential Effect" caused by these accumulative sequential time delays has resulted in the extension of the work duration beyond that normal contract time as progress on basic contract work alone would have obtained.

5. The State, in letter of October 4, 1965, found, as a fact, that the Contractor was entitled to a blanket 30-day extension of time on Unit 2 of the contract. The Contractor, in letters of June 17th and July 29th, 1965, contended its entitlement to increases in contract time for Units 2 and 3 materially greater than that acknowledged by the State. The State has received substantial benefits by occupancy of the substructural elements of the bridge by the steel erection contractor before such times as could reasonably have been expected in consideration of the delays experienced by the Contractor.

6. On the basis of equity, by reason of the delays occasioned by actions of the State or its Authorized Representatives and "Force Majeure;" under the

conditions of the Article 1.8.6 "Time of Completion of Work and Extensions of Time Limit", Supplement Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), all Alternates, Contract No. 6467, it is requested that all assessments be reimbursed of liquidated damages against any or all units of Contract No. 6467, in the amount of thirty-two thousand dollars and no cents ($32,000.00).

7. It is further requested that under the provisions of Article 1.9.14, "Claims of Error or Omission in Final Estimate", Supplement 6-8-55, Special Provisions to the Standard Specifications for Highway Bridge Construction, (Issue of May 1, 1954), Contract No. 6124, that additional compensation be made to the Contractor as reimbursement for the extra costs incurred as the Consequential Effect of actions of the State or its Authorized Representatives in the amount of one hundred thirty-five thousand, one hundred eighty-seven dollars and ninety-five cents ($135,187.95). This sum requested represents the increase in General Expenses and Overhead costs properly applicable to the Contract Time Extensions requested. To the extent that these costs may be partially recovered in the other Requests for Additional Compensation, Nos. 1 through 14, relevant credits will be made to the sum requested herein.

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-15

[illegible] Additional Compensation as Reimbursement for Extra Costs of Consequential Effects Occasioned by Actions of the State or Its Authorized Representatives.

COMPUTATION OF CLAIM AMOUNT

LIQUIDATED DAMAGES		
1. Assessed 16 days @ $2,000.00		$ 32,000.00
OVERHEAD & GENERAL EXPENSE		
1. Blanket Increase @ 30 days	$ 87,797.00	
2. Pier 169, RAC-9 @ 49 days	47,390.95	
		135,187.95
TOTAL ADDITIONAL COMPENSATION REQUESTED		$ 167,187.95

Columbia River Bridge
Contract No. 6467
Claim No. HC-59 RAC-15

MEMORANDUM

1. Delays in the sequential use of special plant, by actions of the State or its authorized agents, were experienced in the following areas:

Force Account Work	WORKING DAYS DELAY
(1) No. 2, Cutoff two 14" prestress concrete piles at Pier 7.	1.8
(2) No. 3, Place false cap at upstream foundation, Pier 8 (underwater work).	2.0
(3) No. 5, Extra work required to position downstream precast shell at Pier 7.	4.5
(4) No. 6, Cutoff four BP73 steel piles at Pier 6.	5.0
(5) No. 8, Cutoff one 14" prestress concrete pile at Pier 10.	0.1
(6) No. 11, Removing obstructions at upstream foundations, Pier 10.	0.2
Subtotal Contract Delay	13.6

B. State Field Engineering and Inspection

Subtotal Contract Delay	4.8

C. Extra Work at Pier 169

Removal of Tremie Seal beyond neat lines on Contract Drawings.

Subtotal Contract Delay	42.0

D. Placement of Rock Scour Protection

Subtotal Contract Delay	5.0

2. Evaluation of these contract delay times, with allowance for concurrent use of the different critical pieces of equipment on several phases of the work, gives a total net contract delay, expressed as calendar days, of:

A. As to Unit No. 1 (Pier 20)	None
B. As to Unit No. 2 (Pier 5 thru 19)	27¼ days
C. As to Unit No. 3 (Piers 168 and 169)	49 days
D. As to Unit Nos 4 and 5 (Fenders)	None

[illegible]-F-[illegible]3-1 Completion of substruct. for [illegible]
(14) Steel Spans, Col. R. Br., Astoria-
[illegible] Pt. Ellice Sec., US 101 Folder #1

RECEIVED
NOV 23 1965

[illegible]

6467

November 22, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to inform you that work was completed November 12, 1965, on Contract No. 6467, on Unit No. 4 (Fender at Pier 170) Columbia River Bridge (Astoria) Section, in Clatsop, Oregon; Pacific, Washington Counties, in connection with Federal-Aid Project No. U-F-003-1(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VC:lt

RECEIVED
NOV 22 1965
FOR FILING
U-F-003-1(14)

6467

November 22, 1965

Mr. H. A. Fedora
Secretary and General Counsel
Raymond International, Inc.
140 Cedar Street
New York 6, N. Y.

Dear Mr. Fedora:

Receipt is acknowledged of your claim for additional compensation on the completion of the Astoria Bridge project.

We are analyzing this claim at present. With minor exceptions we have not as of this time found basis for additional compensation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant (enc.)

TE:jwa

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N.Y.

2148
18 65

VIA AIR MAIL

HENRY A. FEDERA
SECRETARY AND
GENERAL COUNSEL

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 16th, 1965

Mr. Forrest Cooper,
State Highway Engineer
State Highway Department
Salem, Oregon

Copy to Tw

Dear Mr. Cooper:

On October 26th, 1965 we had delivered to the Oregon State Highway Department Project Bridge Engineer, Astoria, Oregon six (6) copies of our claims for additional compensation arising under Contract #6467. Since then we have not received an acknowledgment of the receipt of these claims.

I would appreciate from you an acknowledgment that these claims have been received.

Copy to FC

Very truly yours,

H. A. Federa

HAF:ld

H. A. Federa

[illegible]

FORMERLY RAYMOND CONCRETE PILE COMPANY

Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467
Bridge No. 7949

Analysis of final claim as presented by
Raymond International, Prime Contractor
Claim Items RAC-1 thru RAC-15

RAC-1. Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 thru 20.

The special provisions for this contract include the DeLong contract and list our design drawings among which is drawing No. 17619 which shows the division of classes of concrete (Precast shell and tremie concrete vs. cast-in-place concrete).

Dwg. 17619 is supplimented by Dwg. 19906 which shows the alternate method of pier shell construction used by Raymond International. There is nothing on this drawing which would change the division of the classes of concrete (Class A vs. Tremie) as shown on Dwg. 17619. There is a note " Tremie concrete poured to this level before setting cap " (indicating a level 8'-6" below top of shell). This statement does not indicate that Tremie concrete will not be poured above this level, as shown on Dwg. 17619; it only indicates there will be a construction joint 8'-6" below the top of the shell.

The original drawings provide the limits of the various pay items and the supplemental drawings permit the contractor to select an alternate method of construction, however, the limits of pay quantities have

No

RAC-1 (Cont.)

not been altered by this selection. Thus all concrete poured inside the limits of the precast pier shells has been included for payment as tremie concrete in accord with the original drawings regardless whether it was poured under water or in the dry.

RAC-2 Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.

Our specifications do state that the horizontal construction joint between Tremie concrete pours will not be required to be cleaned. The standard specifications require all work to be performed in a workman like manner. This would result in laitance being formed during a tremie pour and this nominal laitance would be allowed to remain in place. However when the contractors operations caused excessive laitance the contractor was instructed that the excessive laitance caused by his unworkmanlike actions must be removed. Nominal laitance consisted of a band of laitance three to four feet wide and 1½"-2" deep around the periphery of the pour being made with a film of laitance from 0"-¼" thick over the remainder of the pour area. Wherever this was the case the laitance remained in place and the next pour made without a cleanup. However when excessive laitance (up to two feet deep) resulting from contractors actions was present, cleanup was required. This excessive laitance resulted from water washing cement from the mix due to the concrete being allowed

No

RAC-2 (Cont.)

to cascade thru the water; from water entering the bottom of the Tremie pipe and boiling up thru the concrete in the pipe; from a stirring action resulting from contractors efforts to unplug the Tremie pipe; from the improper use of admixtures; and from leaks found in the joints of the Tremie pipe.

Raymond International poured Tremie concrete inside a total of 32 precast shells. Six of thease required cleaning prior to making the second pour and the remainder, which showed only nominal laitance, were not cleaned. The state cannot be required to accept the excessive laitance resulting from the contractors poor techniques.

RAC-3 Additional Compensation to Rehabilitate State furnished forms used in precast piers.

The special provisions state that these forms are furnished to the contractor on an "as is" basis and it shall be the responsibility of the contractor to determine to his own satisfaction the use he can make of them. Any additional costs resulting from assumptions made by the contractor that the forms were adequate must be his responsibility as per the specifications.

Spec says as it where is.

No Representative of Raymond International consulted the Project Bridge Engineer prior to the letting of the contract. Information concerning DeLong's experiences with the forms was freely discussed with other prospective bidders when they visited the project prior to the letting.

RAC-4 Additional Compensation for extra expense incurred in the placement of rock for scour protection.

The contractor contends that since the state Highway Bridge Engineer's letter of June 23, 1964 indicated that the State intended to take no measures to prevent scouring at pier 168, there must have been no danger of scour occurring. The contractor states that based on the above letter he anticipated no scour, yet prior to beginning work at pier 168 he installed 3,700 cu. yd. of 9"-2" rock for the sole purpose of scour prevention. There was no doubt in his mind, at that time, that scour was a possibility. It should also be noted that the contractor started placement of scour prevention rock at pier 168 prior to the time that he noted the scour at piers 17 and 16. The contractor was just cutting off falsepiles at pier 17 and had not placed any bell type piers when he started to place the rock at pier 168. As stated in the contractor's claim this rock blanket (about 4 feet thick) did prevent any scour action at pier 168.

Shown in Plans & Specs

In the case of the precast pier shells, the contractor ecnountered some scour action when the shells were installed prior to installing the rock blanket called for on the plans, however, when the blanket was installed first the scour problem was eliminated as stated in the contractor's claim. Our plans did not say which came first, the shell or the rock, but common sense would dictate the placement of the rock first.

If the contractor visited the job site prior to making out his bid

RAC-4 (Cont.)

we did not see him. If he had contacted this office we would have told him about the scour we had encountered at piers 164 and 165. This information we gave to the contractors who did visit the job site. Also the contractor's own marine superintendent, J. P. Jones, had been superintendent for the previous contractor, (DeLong), and it is a documented fact that Mr. Jones was fully aware of the scour conditions which existed at piers 164 and 165. Had the contractor bothered to confer with their own superintendent they would have realized the possibility of scour around similar type piers in deeper water.

In direct opposition to the contractor's contentions that they anticipated no scour, under article RAC-5 they speak of advise of their marine superintendent based on previous experience in scour control work. A portion of Mr. Jones' experience in this type of work was obtained when DeLong Corp. placed rip-rap around pier 167 (a bell type pier) in order to prevent scour.

RAC-5 Adjustment of Payment Quantities for Item 31A, Rock Backfill at piers 18, 19 & 20.

Signed release

At the time of placing backfill rock at piers 18, 19 and 20 we realized that filling only to the bottom of the precast shells, as shown on the plans, was both impractical and impossible and we instructed the contractor to fill an absolute minimum of one foot above the bottom of

RAC-5 (Cont.)

the shells to compensate for any settlement which might occur, placing techniques, etc.

Due to his method of installing the rock, and effects of the tide, the contractor was obliged to place excessive rock at one location outside of the precast shell in order to get a minimum depth of rock at another location. In some instances the depth of rock outside the precast shell was six feet above the bottom of the shell. The State recognized its obligation to pay for the extra rock at some locations in order to get the minimum of one foot cover at all locations. At pier 18, after the State informed the contractor that sufficient rock had been placed an additional 124 cubic yards of rock in excess of that required by the state was placed by the contractor who ~~and~~ signed a statement to that effect. All other rock placed at piers 18 thru 20 was paid for by the state under the appropriate bid item.

RAC-6 Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.

a) : On August 10, 1964, at pier 19, and due to a misunderstanding between this office and the inspector on the job, the contractor was caused a 2 hour delay when the job inspector told the contractor he would not have to place backfill rock inside the precast shells and the contractor began lowering his jack up barge (No. 143). The inspector's immediate supervisor arrived at the pier site shortly thereafter and reaffirmed the position that we would want rock in place inside the precast shell as per the plans. The contractor began raising his jack up barge back into position. This jack down and jack up operation consumed approximately two hours and the contractor was then again doing work required by the contract.

If we allowed pouring tremie directly on the river bottom with no rock blanket we would have a band of entraped sand between the lower section of the precast shell and the tremie concrete thus eliminating bond of the tremie concrete to the shell in that area.

b): On November 16, 1964, at pier 6, the contractor moved his jacking barge into position on anchor lines as directed by our triangulation crew. When the triangulation crew informed the contractor that the floating barge was in position the barge legs were dropped to the river bottom and the barge jacked out of the water. Upon completion of the jacking operation the triangulation crew checked the final location of the barge and found it to be four feet out of the desired location. The contractor subsequently jacked the barge down and re-located.

With our check and double check system it is inconceivable that the triangulated position given to the contractor was incorrect. However, several other items could influence position. The river current could influence location as the legs were dropped and the barge jacked up. If the barge were not exactly level in the water when the legs were dropped the resulting inclination of the legs would affect position. If one or

RAC-6 (Cont.)

more legs slid into a hole after jacking has commenced mispositioning will result (this happened several times at other locations). Differential settlement of the legs could also cause mispositioning. It is not known what caused the mispositioning referred to above but it is evident several factors could be involved.

c): The contractor claims that his concrete placing crews and plant had to standby on February 8 and 9, 1965 while the anchor bolts were being relocated because of a state surveying error.

Our records show no re-locating of anchor bolts on February 8th or 9th. On February 8th the contractor was not ready to pour. The anchor bolts were not in position and the pour strip had not been placed. On February 9th the contractor installed ~~completed positioning~~ the anchor bolts and poured the concrete. Several months later the anchor bolts were found to be out of position and were subsequently moved to the correct location on an extra work order.

d): On May 18, 1965, the contractor made a tremie concrete pour inside the downstream precast shell at pier 10 and subsequent underwater inspection indicated 18" - 24" of laitance in the area outside a center bump of concrete 20' in diameter, and the contractor was told to remove same. Under water inspection on May 24, 26th and 27th, showed areas of laitance and poor concrete remaining in the area outside the center mound of concrete. The contractor was told to remove all laitance and remove the poor soft concrete only suffidently to expose the butts of the foundation piles under same.

On June 4, an underwater inspection showed several piles had not been exposed and samples taken of concrete overlaying some of the foundation piles was of poor quality, so the contractor continued work of exposing the piles.

On June 5 an under water inspection showed several piles butts still remained unexposed and the contractor continued work of exposing same. No investigation was made relative to quality of concrete remaining in place on June 5th. The contractor worked on exposing the remaining pile butts on June 5 but did no work after that date. On June 11 the contractor requested another inspection of the quality of concrete remaining in plance and a joint inspection (contractor's diver and state's diver) was made. The divers found the concrete remaining to be hard and difficult to remove with a jack hammer. Based on these findings the contractor was informed he could make the next tremie pour. Evedently the contractor had removed the last of the poor quality tremie concrete on June 4 & 5.

Our inspections were made at the request of the contractor and his requests were based upon the amount of work his divers reported completed. Since time was of the essence it seems unusual that another inspection of the tremie concrete was not requested prior to June 11.

The secondary expense referred to as modification of pier 10 cap for use at pier 11 consisted of core drilling holes in the cap to accept the dowels required for the web wall necessary at pier 11.

e): The contractor contends that at pier 12 the lifting caissons were improperly located by our triangulation crew prior to setting the

RAC-6 (Cont.)

pier 12 precast cap, thus resulting in damage to the precast cap.

The lifting caissons were set on July 9, 1965 and the precast cap was lifted off the barge and lowered into position on July 12, 1965, 3 days later. At the job site it was determined that the lifting caissons had been about 1 foot out of position when the precast cap had been lowered down. Because of the inherant checks in our triangulation system it is inconceivable that the lifting caissons could be set one foot out of position.

It is entirely possible however, that the contractor's barges could shift one foot or more in position during the three day period prior to setting the cap. Less than a month prior to this incident, movement of both jack-up barges was noted. During the three day period at that time barge 159 moved 0.95 feet from its initial position and barge 143 moved 1.27 feet. This movement was determined by traingulation fixes.

If the contractor had taken normal precautions and checked to see if the dowels extended below the cap would fit in the top of the precast shell, no damage would have been done to the precast cap. The previous contractor (DeLong) took such precautions when lowering precast caps into position.

RAC-7 Compensation for extra expense incurred in the placement of upper section of downstream shell, pier 7.

Interference with previously driven foundation piles caused difficulty in placing the bottom section of the dowstream precast shell at pier 7 and the necessary corrective work was done on an extra work basis. After completion of this work the top section of the shell was placed and found to be in the proper location at the time of setting. Later observations indicated that the top of the top section was no longer in a satisfactory position and repositioning was necessary.

I believe that the necessity for repositioning was caused by one, or both, of two factors. The first is that, as reported by Raymond's own divers, the shells and false caps were found to sway three or four inches due to the effects of the river current against the shells. This was due to the unsupported length of the false piles (seven to ten feet) extending below the bottom of the shell as a result of over excavation at this pier which allowed the shell and false piles to sway much like a tree in the wind. This situation was eliminated on subsequent piers by placing the rock backfill prior to setting the precast shells.

The second factor was the opening and closing of the joint between the upper and lower sections of the shell at elevation minus 33. Our diver reported that at the downstream side of the downstream shell this joint was opening and closing due to the current action with a maximum opening of approximately one inch. This indicates that the planes of

RAC-7 (Cont.)

contact of the two sections were not true planes and the upper section was rocking on top of the lower section. At the time of repositioning the upper section this situation was rectified by Raymond's crews when they placed 1¼" shims between the two shells on the downstream side of the shell.

In view of the above I believe the need for repositioning was caused by the contractor's construction procedures and is therefore the responsibility of the contractor.

RAC-8 Compensation for extra expense incurred by core drilling vs. percussion drilling.

At piers 5, 11, & 12 holes for dowels were core drilled in accord with the State's request. At pier 17 holes for anchor bolts were drilled by percussion method. In the case of the holes for dowels many holes were drilledlin a line and it was feared that the use of percussion drills in these instances could cause a fracture plane along the line of holes. In the case of the anchor bolts, more or less isolated holes were drilled and the danger of creating a fracture place was not present.

RAC-9 Additional Compensation for removal and replacement of seal concrete and intrusion aggregate in pier 169.

Drawing No. 19904, which the contractor contends shows the lines

RAC-9 (Cont.)

to which the seal is to be removed, actually states the seal is "to be removed and replaced as per special provisions." The special provisions state, "Remove the portion of the existing seal above elevation -65."

While it is true that the plans and specs do not indicate that the cofferdams were not built exactly to the lines indicated on the original plans (upstream cofferdam was approx 2 feet wider and 2 feet longer at the top of the seal than shown on the original plans; downstream cofferdam was only a few inches larger than plan.). This information was given to contractors when they visited the job site prior to bidding. Raymond did not send a representative to this office prior to bidding and thus either bid the job blind or received their job site information elsewhere.

Our specifications did state that tightly bonded concrete could be left between flanges of the foundation piles, however, no mention was made about concrete in the arches of the sheet piles. A very small amount of tightly bonded concrete was found between the flanges of the foundation piles and what little was found was allowed to remain in place. Much of the concrete which the contractor claimed, at the time of removal, was tightly bonded could be removed by our diversusing a crow bar. Our divers Our divers said it would fall apart when they jabbed it with a crow bar. This we required the contractor to remove. We instructed our divers to search for and cut off a foundation pile which had the hardest concrete

RAC-9 (Cont.)

they could find bonded in the flanges. While the pile was being raised to the surface some of the concrete fell out of the flanges and more of it fell out while the pile was being transferred to the State maintanence yard. Needless to say the concrete in the flanges was very poor quality.

The contractor used dynamite to remove some portions of the old seal but this was only in the shadow areas under struts and wales where the contractor could not get at the concrete with his cable hung equipment.

The contractor contends he should have not been required to remove old seal concrete outside the deminsions of the seal as shown on the plans. Our special provisions states he is to remove the "existing seal."

The contractor contends he was required to remove the concrete from between the flanges of the foundation piles. This is true since most of this material was found to be other than "tightly bonded." The contractor also states he was required to remove "all original seal concrete within the cofferdam limits. - - - - down to designated elevation, (-65)." This statement is not true. There were numerous isolated humps of concrete one to two feet above the designated elevation that the state allowed the contractor to leave in place in both cofferdams.

RAC-10 Adjustment of payment quantities for extra cement in Intrusion Concrete, pier 169.

The contractor contends that since the cofferdams at pier 169 were larger in plan than the neat lines of the seal as shown on the plans he should be paid for all the extra cement used in the seal outside the neat lines as shown on the plans. This he claims in spite of the fact that our specifications state that payment will be made on the yardage within the neat lines of the seal, specifically excluding cement in "oversize seals."

Again, if the contractor had visited my office prior to the bidding he would have known that the cofferdams were not constructed in strict conformance to the dimensions of seal shown on the plans and could have made any adjustments he felt necessary in his bid price.

We did increase the cement content of the seal concrete, per cubic yard, over that specified and have included the extra cement used within the neat lines of the seal in our cement adjustment.

RAC-11 Additional Compensation for correction of conditions encountered in cofferdam for pier 169.

The downstream cofferdam at pier 169 as installed by the DeLong Corporation was found to be damaged below the elevation of the top of the seal at the north end of the west wall. This damage was, of necessity,

RAC-11 (Cont.)

repaired by Raymond International prior to pouring the new seal.

Upon presentation of proper billing this claim should be paid.

RAC-12 Compensation for extra expense incurred in maintanence of navigational aids and protection.

The contractor claims that a system of buoys, placed by the Coast Guard, would have been the most effective way to warn ships away from the cofferdams at pier 169. In a letter from Raymond International to our Astoria office, date of December 17, 1964, the project manager states Raymond will pay the expense of installing and maintaining these buoys. On December 21, 1964, Mr. Merchant informed the project manager, by phone, that the Coast Guard at Tongue Point had three buoys available for Raymond's use. On December 29, 1964, the project manager informed me that Raymond was going to install a guard barge with lights on the channel side of pier 169. This barge was installed during the week of January 18, 1965. It appears that the alternate use of a guard barge instead of buoys was Raymond's election.

Relative to the contractor's contention that a potentially dangerous navigational condition was occasioned by the State's selection of the bridge site, it appears that a prudent contractor, knowing of an existing shipping channel would investigate as to the possible hazards before bidding on the project.

RAC-13 Compensation as Reimbursment for Costs of Materials Purported to be Furnished by the State at no Cost to the Contractor.

The contractor states that he is being sued by DeLong Corporation for payment of forms, jigs and materials which the specifications stated would be furnished to Raymond by the State at no cost to Raymond. Raymond is claiming what ever amount the court may award DeLong plus the defense costs.

This matter is now being handled by our legal department.

RAC-14 Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 occasioned by the action of the State or its Authorized Representatives.

The special provisions for this project state, "Pier fender for Pier 170 shall be completed within 120 calendar days after the steel superstructure contractor clears the area and the contractor on this project is so notified by the engineer." A similar statement is made regarding the fender at pier 169.

The contractor now states that he has been delayed in starting the fender and as a result is entitled to additional compensation for increased labor costs. Delay beyond what date is not specified in the claim. The contractor also intimates that the actions of state representativeswill cause him additional costs on the fender at Pier 169 which has not even been started yet.

RAC-15 Reimbursement for Extra Costs of Consequential Effects occasioned by Actions of the State or its Authorized Representatives.

Under this item the contractor requests that we refund the liquidated damages which have been assessed by the Highway Commission to date.

They also request that they be paid for general expense and overhead costs applicable to the contract time extensions requested. It appears that any such costs have been included in the extra work payments which the contractor has received to date.

In paragraph 2 the contractor states that "no contract time extensions were granted for such reasons (force accounts) by the state at the time of performance of these "Force Accounts." " It is the policy of the state to grant time extensions only at the completion of a project. Such time extensions were granted for the force account work performed in unit 2.

R. W. Ellison
R. W. Ellison
Project Bridge Engineer
November 10, 1965

88-Foot Steel Chord Joins

American Bridge Division workmen Friday connected the two projecting ends of Astoria bridge span 169 in the middle, as shown in the three photos above.

The 88-foot steel connecting chord was hoisted into place on the downstream side of the bridge about 4 p.m. by the contractor's towering barge-mounted crane.

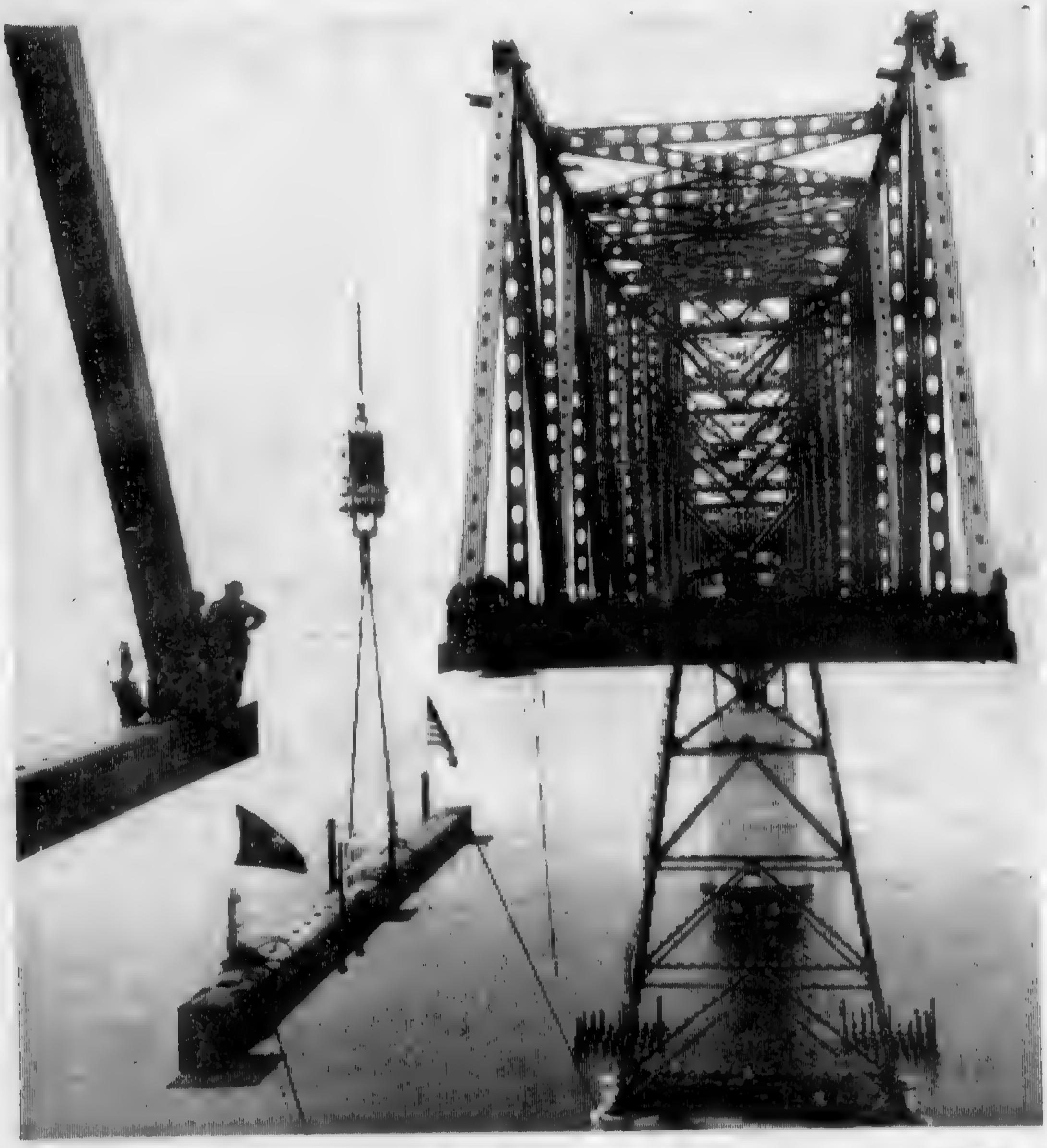
Oregon Highway department engineers reported the 88-foot steel chord fitted almost perfectly, within a small fraction of an inch. Jacks were on hand to pull things together if necessary.

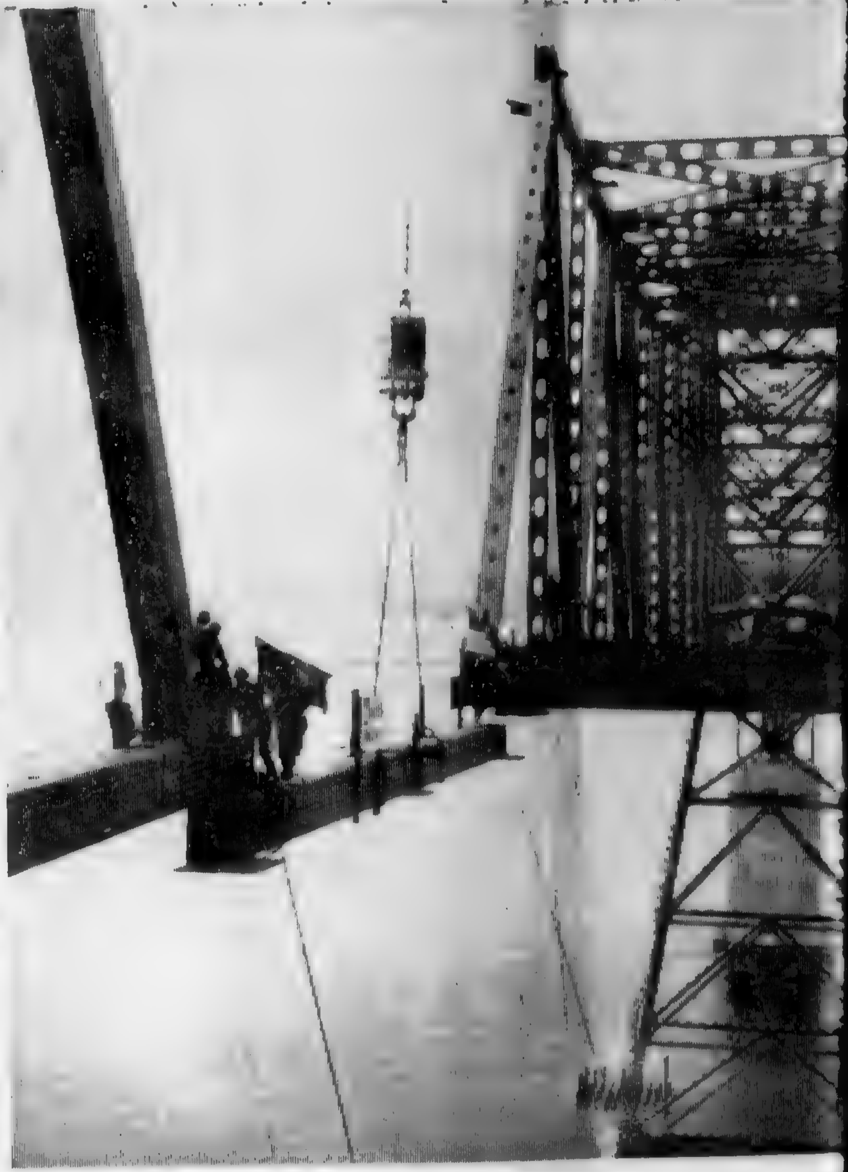
The steel construction was laid out to fit perfectly at 63 degrees temperature, engineers said. Temperature when the connection was made was in the low 50s. Had it been 63 degrees, the fit would have probably been exact, en estimated.

When the steel con chord was hoisted from to its place 198 feet al river, workmen had ti flag at one end and an

The Daily Astorian, Astoria, Oregon, Monday, November 1, 1965

88-Foot Steel Chord Joins





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See pp6 also

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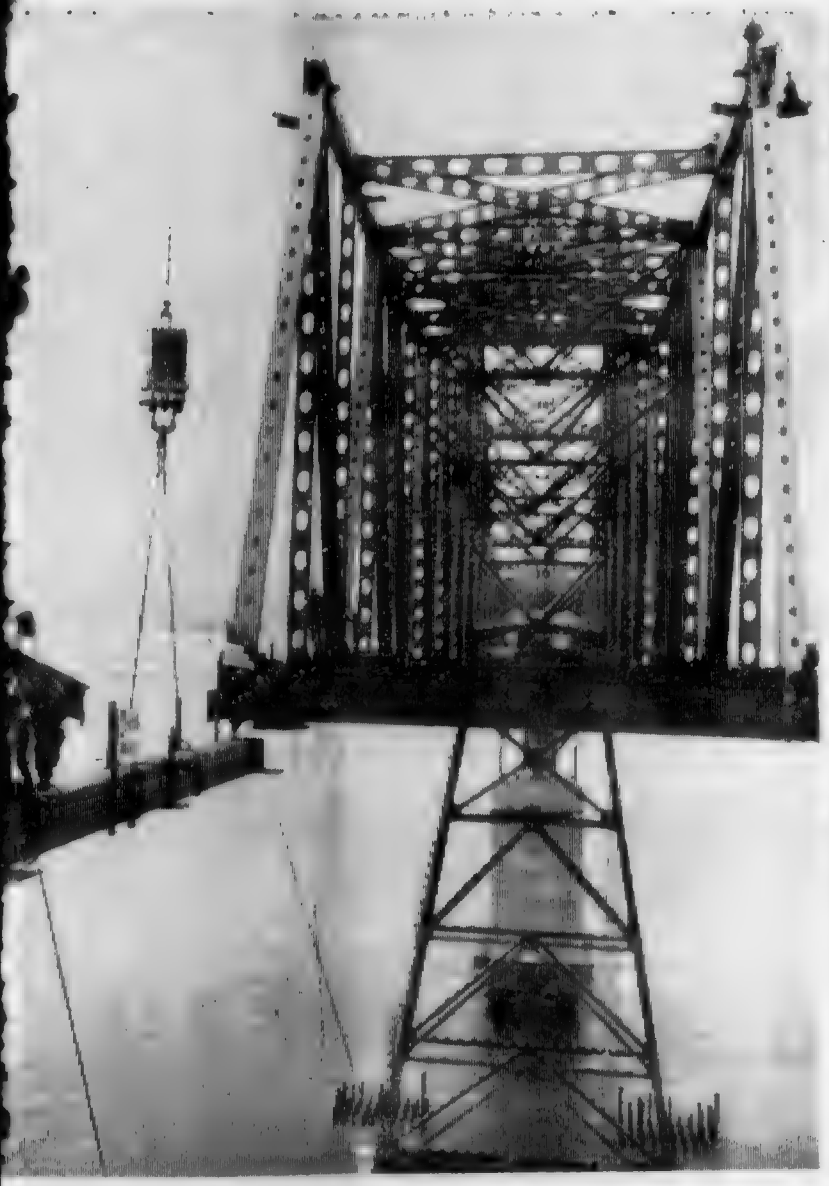
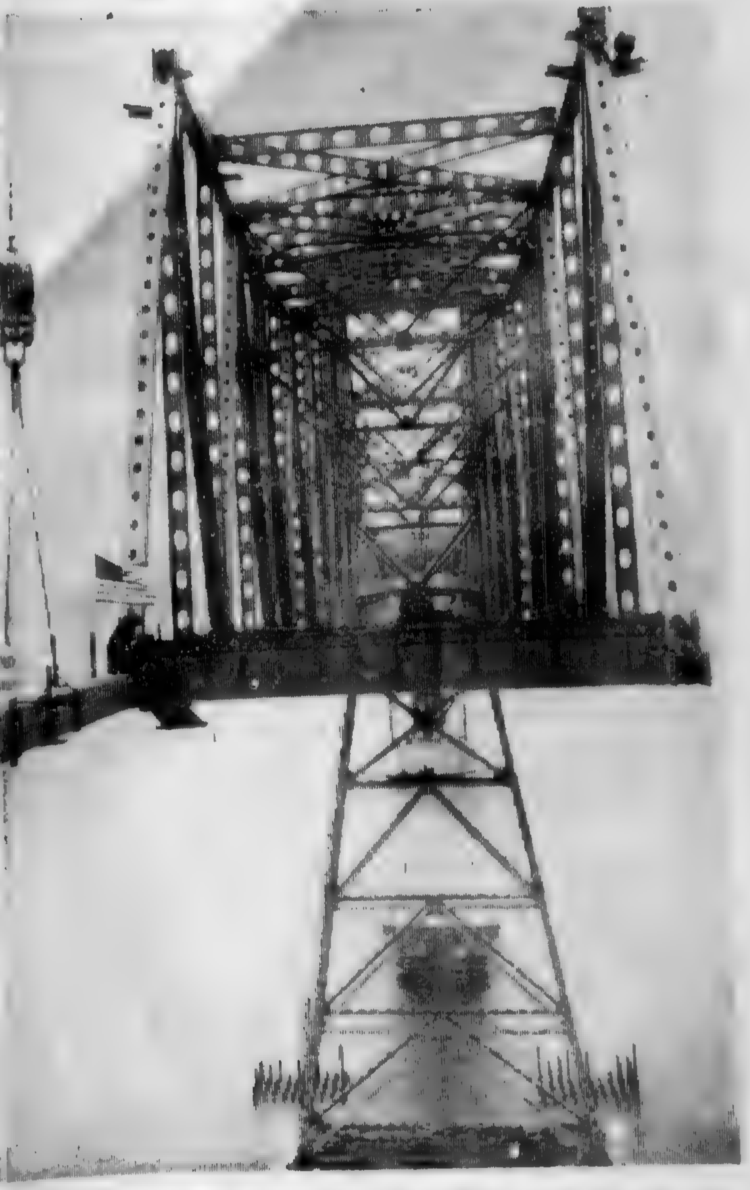




el construction was to fit perfectly at 63 emperature, engineers mperature when the n was made was in 50s. Had it been 63 the fit would have probably been exact, engineers estimated.

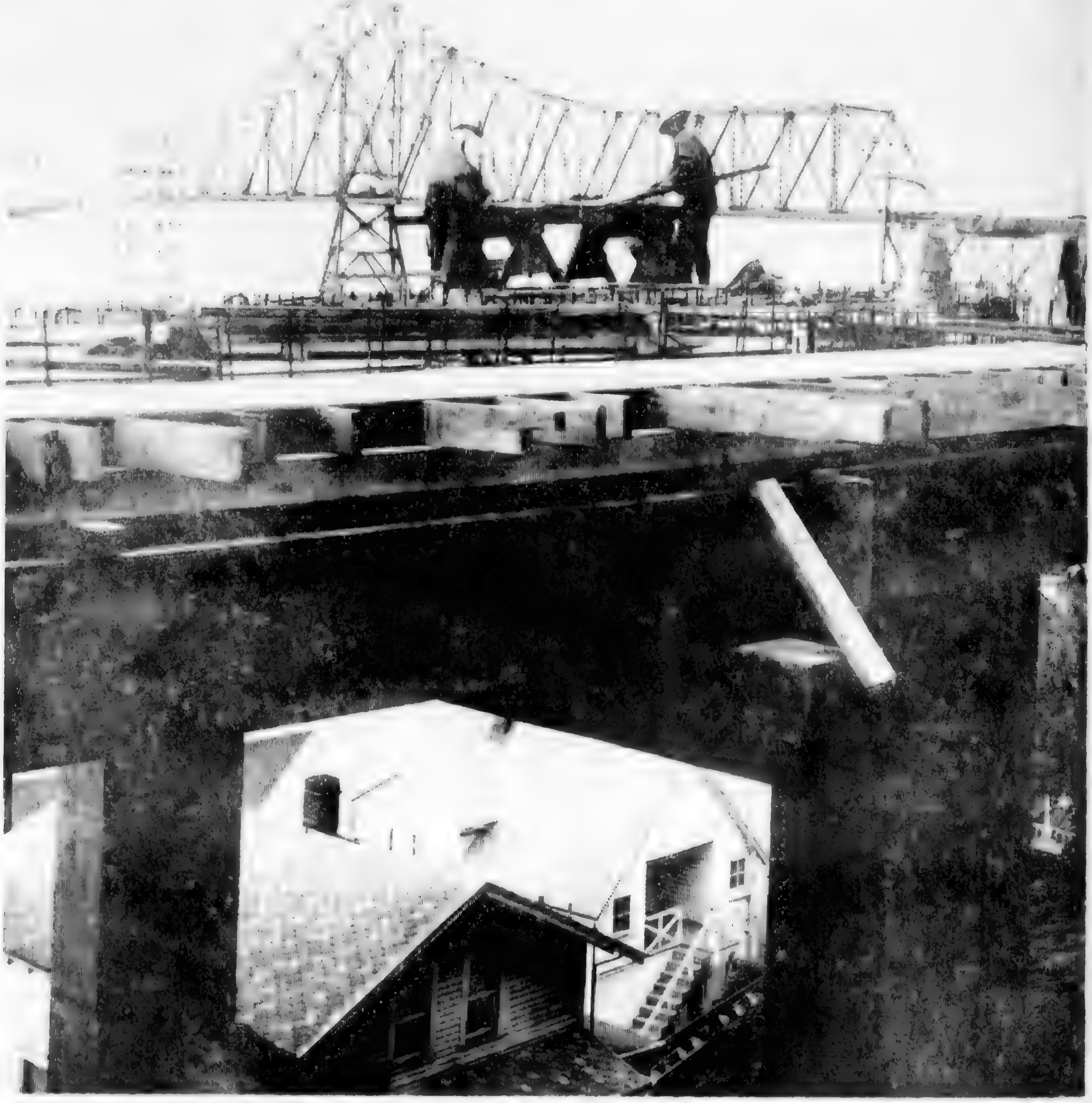
When the steel connecting chord was hoisted from a barge to its place 198 feet above the river, workmen had tied a US flag at one end and an Oregon State flag at the other end. In the middle was a sign bearing the name and emblem of American Bridge Division.

Left hand photo shows the chord on its way up, guided by ropes held by men on the barge below.

Center photo shows the chord almost in place. Workmen, not waiting for the final fit, are crossing the connecting link to be the first men across the channel span.

Right hand photo shows the chord in place, with flags flying triumphantly in the westerly breeze.

Workmen Push Construction of



Rooftops of Astoria's West End are framed by the new concrete bridge approach in this photograph, looking northeast from Alameda avenue. Workmen are constructing wooden forms for pouring concrete deck of the bridge approach.

Rooftops of Astoria's West End are framed by the new concrete bridge approach in this photograph, looking northeast from Alameda avenue. Workmen are constructing wooden forms for pouring concrete deck of the bridge approach.

This photo taken from the Astoria bridge approach shows workmen laying a strip of the new paving on West Marine Drive which will provide a four-lane road all the way from the intersection of Columbia and West Marine, shown here, to the Smith Point bridge. (Photos by Daily Astorian)

Grays Harbor Fishing Limited To Two Days

OLYMPIA — The Washington State Department of Fisheries announced today that commercial fishing Grays Harbor will be limited to two days during the week beginning October 31. Fishing will be permitted from 6 p.m. Monday, November 1, to 6 p.m. Wednesday, November 3.

Reduction in commercial fishing time is necessary to provide escapement of chum salmon to Grays Harbor tributaries.

The commercial fishing season in Willapa Bay, which had been similarly restricted last week, will reopen as scheduled The reduced season in this area permitted an increaed chum salmon escapement to tributary streams.

New Medicare

CRANSTON, R.I. (UPI) — Rep. John E. Fogarty, D-R.I., Sunday called for a federal "living care" program to

This photo taken from the Astoria bridge approach shows workmen laying a strip of the new paving on West Marine Drive which will provide a four-lane road all the way from the intersection of Columbia and West Marine, shown here, to the Smith Point bridge. (Photos by Daily Astorian)

Massive size of the steel members of the Astoria bridge structure is apparent in this photo, showing American Bridge Division iron workers hard at work, high above the river.

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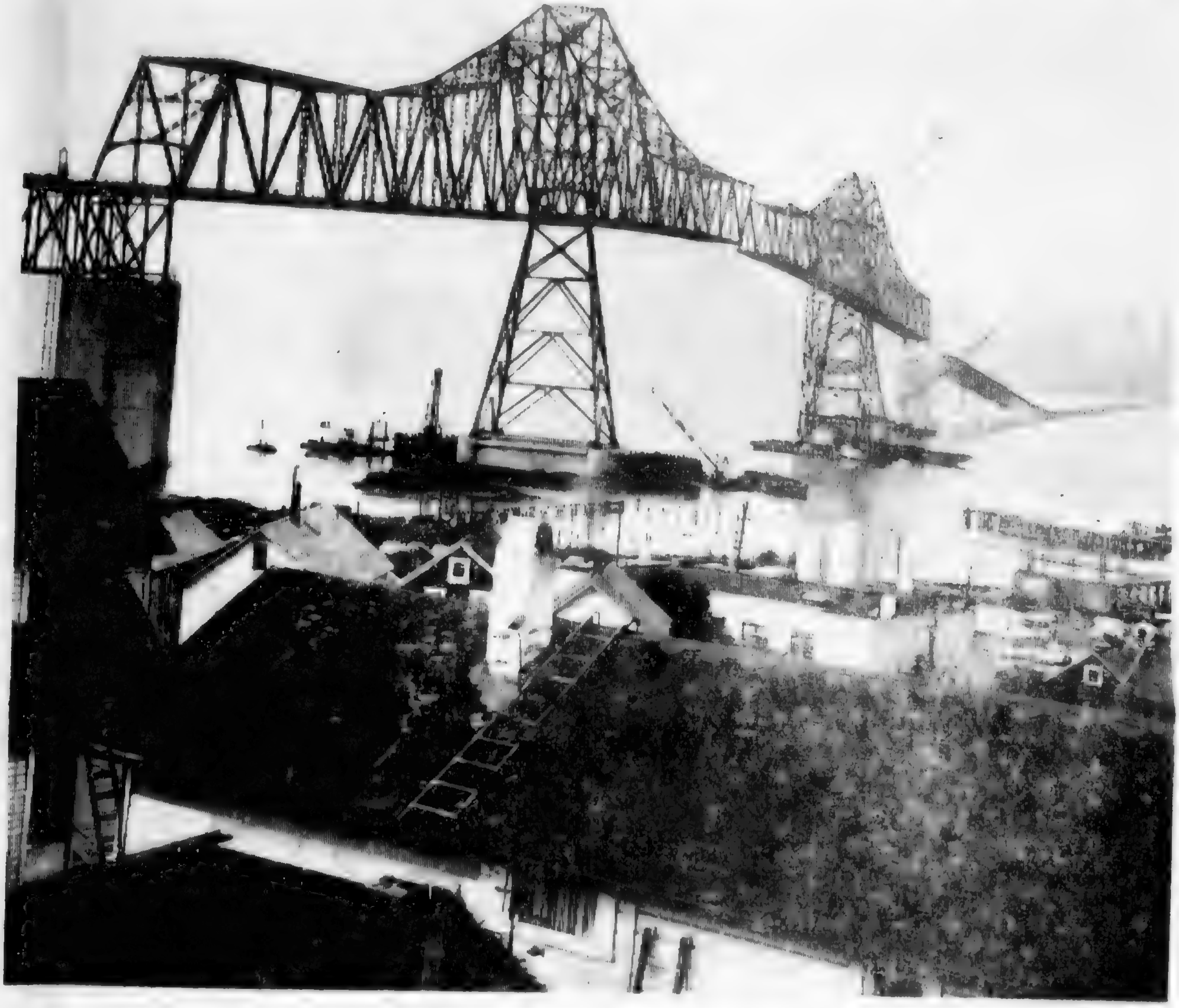
CRANSTON, R.I. (UPI) — Rep. John E. Fogarty, D-R.I., Sunday called for a federal "living care" program to provide long-term medical and social care for the 2.5 million elderly persons he contends will not benefit from most federal old-age programs because they are physically or mentally unable to take advantage of them.

Astoria Bridge, W. Marine Paving



It doesn't look as though the two ends of the unfinished cross-channel span of the Astoria bridge will meet in this photo from the West Astoria hills. The apparent failure to meet correctly is optical illusion, as workmen of American Bridge Division proved Friday when they lifted the final connecting chord into place with complete success.

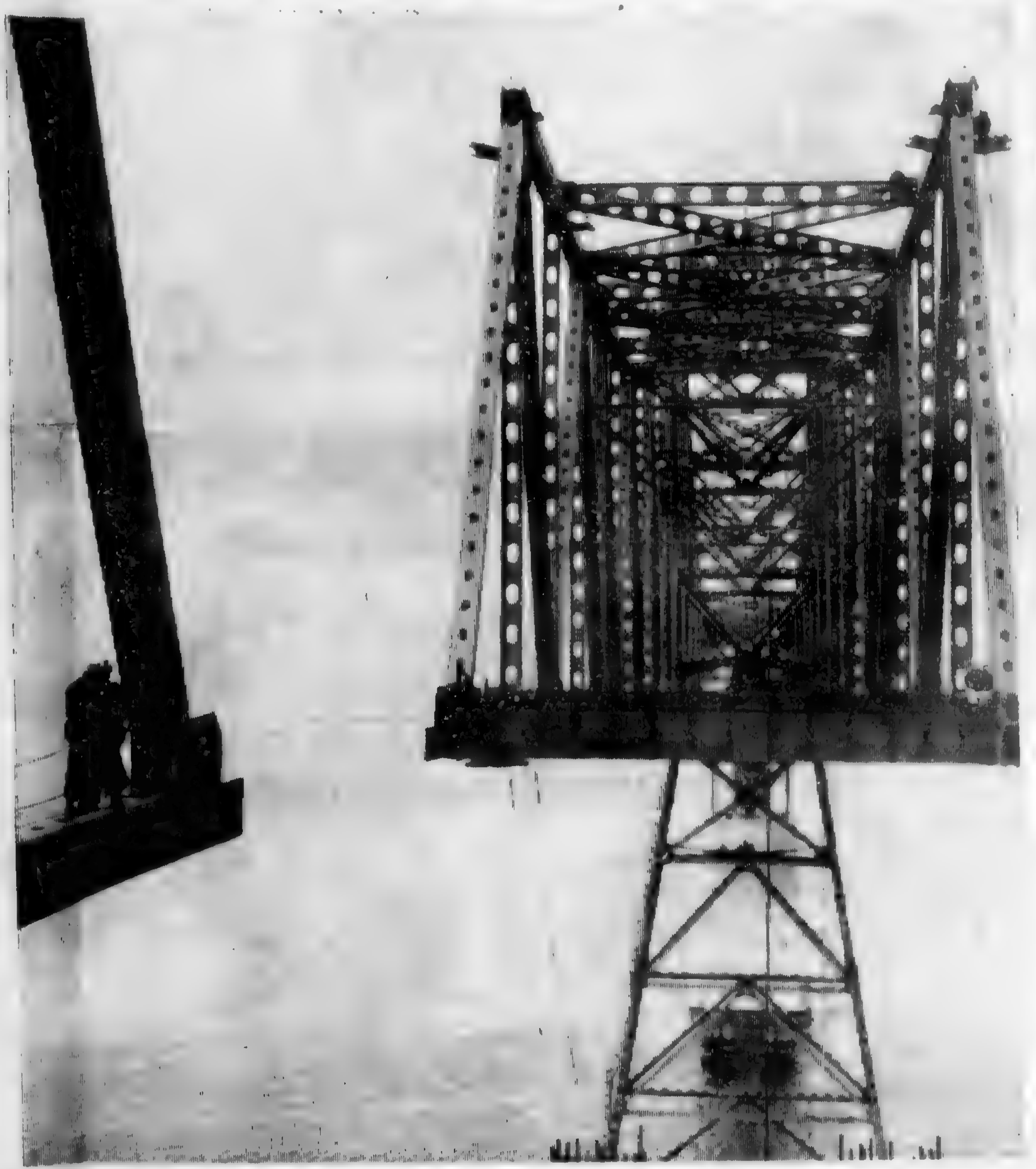
Never Assumed Office

William Rufus King, running mate of President Franklin Pierce, never assumed his vice presidential duties. By special Act of Congress, the oath of office was administered to him in Cuba and his death ocurred soon thereafter.

VAN DUSEN
AGENCY
INSURANCE

AUTO - HOME

It doesn't look as though the two ends of the unfinished cross-channel span of the Astoria bridge will meet in this photo from the West Astoria hills. The apparent failure to meet correctly is optical illusion, as workmen of American Bridge Division proved Friday when they lifted the final connecting chord into place with complete success.



This photo looks across the still unconnected gap in the main channel span of the Astoria bridge. Iron workers at left, poised nearly 200 feet above the Columbia river below, are making preparations for hoisting the final connection into place. Behind the steel framework of Pier 169 in lower right can be seen two counterweights hanging from the bridge deck to a point just over the river. They helped balance the long projecting structure pending connection of the two ends, which took place Friday.

Never Assumed Office

William Rufus King, running mate of President Franklin Pierce, never assumed his vice presidential duties. By special Act of Congress, the oath of office was administered to him in Cuba and his death ocurred soon thereafter.

VAN DUSEN
AGENCY
INSURANCE

AUTO - HOME
LIABILITY
FIRE
THEFT

Call
325-2051
374-10th St.
Astoria

Soviet Exhibit Draws Pickets

PORTLAND (UPI) — Two pickets showed up Sunday at the Soviet Children's Arts and Crafts Exhibition at the Masonic Temple here.

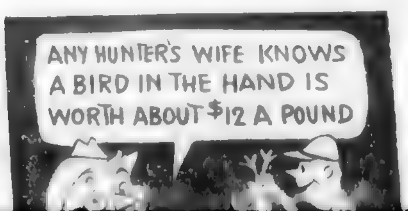
One, who would not identify himself, said he was just representing America and objected to propaganda value the Soviet Union could get from the exhibit.

[illegible] read "Tell our kids [illegible] camps."

Inside, three women carrying American flags passed out leaflets questioning the cultural exchange agreement between the U.S. and Russia. Georgi Stetsenko, deputy director of the exhibit, said.

World's first steam ferry was established between New York City and Hoboken, N. J., in [illegible]

SNOW'S Gay Philosopher


ANY HUNTER'S WIFE KNOWS A BIRD IN THE HAND IS WORTH ABOUT $12 A POUND

RECEIVED
OCT 25 1965

FOR FILING
[illegible]
[illegible]

October 25, 1965

bc Forrest Cooper
R. L. Porter
Floyd Query
Ivan Merchant)
C. H. Maison)
L. H. Young)Enc.
R. D. Asburry)
Robert Ellison)

Mr. George T. Ferris
Chairman of the Board
Raymond International, Inc.
140 Cedar Street
New York 6, N. Y.

Dear Mr. Ferris:

Reply is made to your letter of October 18 concerning completion of piers, Bridge No. 7949, Columbia River Bridge at Astoria, Contract No. 6467.

In considering your request for extension of time, the Highway Commission considered the detailed requests for extension of time on the various units of this contract. Some of the reasons stated in your request were not allowable under the terms of the contract. The reasons for certain others were within the terms of the contract.

The total of various individual items for which extension could be granted was 30 days. This left an overrun of 16 days on Unit 2. Unit 3 also had an overrun of 9 days, but the Specifications for the contract states: "...liquidated damages will be assessed against the unit or combination of any one or more units, as listed under 'Completion Time Limit', having the longest overrun of time in calendar days over the specified completion time..." By this Specification, liquidated damages for 16 days overrun in time should be assessed against Unit 2.

With respect to the last paragraph of your letter, our letter of October 4 did not, nor was it intended to, confirm the acceptance as completed of Units 2 and 3 in their entirety, nor that Unit 1 had been previously accepted, but merely indicated the disposition of your requests of June 17 and July 30 for an increase in time in which to complete the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:jwa

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N. Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

October 18, 1965

Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

REFERRED TO
Tom Edwards
BY SECRETARY

In re: Columbia River Bridge at Astoria
Completion of Piers, Bridge No. 7949
Contract No. 6467

Dear Mr. Query:

Reference is made to your letter of October 4th granting a blanket 30 days extension of time on Unit 2, and an assessment of 16 days liquidated damages on the subject contract, Units 2 and 3.

We are unable to reconcile or accept the material discrepancy between the Commission's findings and the number of days in the "Contractor's Request for Increases in Number of Work Days to Complete Construction Contract" - dated June 17th - together with the actual dates of substantial completion of the various work items of the contract.

It is also our understanding that your letter of October 4, 1965, confirmed the acceptance as complete of Units 2 and 3 in their entirety, on the date indicated therein - Unit 1 having been previously accepted.

Very truly yours,

George F Ferris

George F. Ferris

gff/a

RECEIVED
OCT 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 20 1965
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

1(14)

Klabn

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6467 : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 14, 1965

In reply refer to: 08-35.6

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-003-1(14)
Astoria Bridge - Pier Contract

Your letter of October 1, 1965 submitted copies of Price Agreement No. 8 for our approval.

As stated in our memorandum of May 20, 1964, and again on October 2, 1964, the Bureau is not taking any official action of items of work relating to the cancelled portion of the DeLong contract. In order to document our records we are retaining one copy of the price agreement in our files.

orig to Young W/encls.
10-19-65

NOTED
F. B. [illegible]

RECEIVED
OCT 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-160—5M

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

G-1 P

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name: Columbia River Bridge at Astoria
Date: September 10, 1965
Highway: US 101
Contract No.: 6467
County: Clatsop
Prefix: 4-1806
Contractor: Raymond International Inc.
F. A. Project No.: F-003-1(14)
Address: PO Box 868, Astoria, Oregon
Price Agreement No.: ~~8~~ 9

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Core drill pier 168 S col. While drilling the 2½-inch holes for the dowels in pier 168 seal, timber piles were encountered on seven occasions and the holes had to be re-drilled at another location. This resulted in 40 l.ft. of extra drilling. The State had directed the location of the core holes.

Locations by station numbers:

Pier 168, Station 287+14.5

Names of pay items, estimated quantities and agreed prices:

Core drill 40 lin.ft. of 2½-inch holes for $5.00 per l.ft.
Total agreed price = $200.00.

Specifications, basis of measurement and other provisions:

Drill extra holes as required by the engineer. Work to be completed in accord with the Standard Specifications for Highway Bridge construction (issue of May 1, 1964) and the Special Provisions as they may apply.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization: $6,060,672.00
Present estimate of project cost, including $200.00 for work under this order: $5,737,212.34
Expected under-run (amount): $323,459.66
Expected under-run (per cent): 5.3%

Space to right of this line is for use of Salem Office

Submitted by: /s/ R. W. Ellison, Resident Engineer

Approval Recommended: /s/ R. D. Asburry, Division Engineer

Approval Recommended: /s/ Alfred A. Rear, ~~Construction Engineer or~~ Asst. Bridge Engineer

Signed: RAYMOND INTERNATIONAL INC., Contractor

BY: /s/ P. S. Hamilton

Approved: /s/ L. H. Young, ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

State Printing

October 4, 1965

Item #3

9-21-65

AIR MAIL

Raymond International, Inc.
140 Cedar Street
New York 6, New York

Gentlemen:

The State Highway Commission at its meeting on September 28 considered your request for an extension of time to complete the substructure work on the Astoria Bridge, Contract No. 6467.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension of 30 days in which to complete the work on Unit 2, with liquidated damages to be assessed for 16 days overrun in time.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

flm

cc
R. D. Asburry
Robert Ellison
L. H. Young
Ivan Merchant
C. H. Maison

9-28-65

ROUGH DRAFT　　　　Salem, Oregon　　　　RLP
September 27, 1965

OREGON STATE HIGHWAY COMMISSION

Gentlemen:

Contract 6467, awarded to Raymond International, Inc. to complete the remainder of the DeLong contract, is nearing completion. Raymond International has requested some time extensions. The completion dates are best explained as follows and as shown on the graph attached. The work was grouped in five units as follows:

Unit 1 - This provided ~~the~~ for the completion of Pier 20 which was a pier common to both the Raymond and Gerwick contracts. The specified time limit was 60 calendar days. The work was completed on time.

Unit 2 - This comprises the completion of Piers 5 through 19. These carry the structure across the north channel. ~~Spec~~ Specified completion time was 330 calendar days. The contractor finished the work in 376 calendar days or an overrun of 46 days. He has requested an extension of 65 days on this contract. This unit provided for completion of work started by another contractor. A considerable amount of extra work was required in completing work previously under way. At piers 6, 7, 9, and 10, the contractor was delayed an aggregate of 14 days either in checking ~~pier~~ pile elevations, removing false ~~piers~~ piles, or cutting off ~~piers~~ piling which had been left high by the previous contractor.

On two occasions, he was delayed a total of 6½ days while tests were being made to determine if the new and old work were properly joined and he was delayed a balance of 9½ days by extra work occasioned in correcting work improperly done by the previous contractor. Under the terms of the contract, Raymond International would be entitled to an extension of 30 days as enumerated above. This would leave a balance of 16 days on which liquidated damages should be assessed on Unit 2.

Unit 3 - Comprised the completion of Piers 168 and 169 which are the two main piers under the northerly end of the fixed cantilever span over the main ship [illegible] channel adjacent to the Oregon shore. The contract specified a completion time of 360 calendar days. The work was completed in 369 calendar days. The contractor has requested an extension of 85 days even though he needed only 9. None of the reasons he has offered in substantiation of his request are justified under the terms of the contract. This would leave a period of nine days on which liquidated damages should be assessed.

Units 4 and 5 cover the placing of the fender pile protection around main channel piers. 120 days are allowed on each unit and the contractor should complete the work within that period. The work on one pier (170) is now under way; the work on one pier (169) cannot be started until [illegible] Bethlehem clears the work area.

The sequence of completion dates for Units 2 and 3 is such that Unit 2 should ~~ha~~ have been completed on the date of June 21, 1965. For reasons justified under the specifications, the contractor is entitled to a 30-day extension or until July 21. Unit 2 was completed on August 6, leaving a 16-day period under which liquidated damages should be assessed.

Unit 3 had a specified completion date of July 21, 1965, and was completed on July 30, 1965. This would leave a period of nine days under the specifications on which the contractor should be assessed liquidated damages.

You will note that the dates for assessment of liquidated damages on Units 2 and 3 overlap. Specifications state, "...liquidated damages will be assessed against the unit or combination of any one or more units, as listed under 'Completion Time Limit', having the longest overrun of time in calendar days over the specified completion time..." By this specification, liquidated damages for 16 days overrun in time should be assessed against Unit 2.

We therefore recommend an extension of 30 days in which to complete the work on Unit 2, with liquidated damages to be assessed for a period of 16 days.

This matter will be on the agenda for your consideration at the meeting September 28.

Very truly yours,

bc Forrest Cooper
Tom Edwards
Ivan Merchant
TE:bg/TE:jwa

E-220 (Rev.)—5M—5-60

Refer to Letter
30 July 1965

OREGON STATE HIGHWAY DEPT.
RECEIVED
ROUTING
NOTED BY
AUG 6 1965
E
ASTORIA
BRIDGE
OFFICE

OREGON STATE HIGHWAY COMMISSION

Contractors Request (ADJUSTED TO DATE)
for
Increase in Number of ~~Workdays~~ CALENDAR DAYS
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 30 July, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~xxxxxxxx~~ calendar days from 330 days to 395 days, within which to complete our Contract No. 6467 Unit 2, without the assessment of liquidated damages. The said contract is described as follows: Completion of substructure for steel spans, Bridge #7949

The dates of the ~~xxxxxxxs~~ calendar during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See letter dated 30 July 1965 with which
this becomes a part for attachment.

Respectfully submitted,

RAYMOND INTERNATIONAL INC
Contractor

By H. W. Fedder

CONSENT OF SURETY

Date July 30th, 1965

We, FEDERAL INSURANCE COMPANY

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of ~~xxxxxxxx~~ calendar days and hereby agree to remain fully bound as surety in all respects as if the number of ~~xxxxxxxx~~ remained as stipulated in the original agreement.

And: L J Bos
L. J. Bos, Attorney-in-fact
Countersigned: VICTOR S. RISLEY CO.
BY: Victor S Risley
Oregon Resident Agent

By: Walter La Forge
Walter LaForge, Assistant Secretary
(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request (ADJUSTED TO DATE) for Increase in Number of ~~Workdays~~ CALENDAR DAYS to Complete Construction Contract

Investigation/calendar days has been completed regarding the request (see reverse side) for an increase in the number of ~~workdays~~ within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6467 Contractor Raymond International, Inc.

Highway Oregon Coast (US 101)

Section Columbia River Bridge at Astoria

Kind of Work Pier Construction

It is recommended that the request for increase in the number of ~~workdays~~ /calendar days within which to complete said contract be ~~DENIED or~~ GRANTED. The reasons for such recommendation are as follows:

Conditions beyond Contractors control requires an extension of time of 30 days without assessment of liquidated damages. 16 days of liquidated damages of $2,000 per day will be assessed.

Recommended for Approval:

Division Engineer

Ivan P. Merchant
~~Construction Engineer or~~ Bridge Engineer

State Highway Engineer

Contract No.	6467
Project designation	U-F-003-1 (14) State-Federal
Date awarded	July 13, 1964
Work started	July 30, 1964
Per cent completed	100% August 6, 1965 Date
No. of ~~Workdays~~ calendar days Allowed	330
No. of ~~Workdays~~ calendar days Used	376
No. of Added ~~Workdays~~ calendar days Requested	46

State Printing 27929

NOTORIAL ACKNOWLEDGMENT

CITY, COUNTY & STATE OF NEW YORK, ss:

On this 30th day of July 1965, before me personally came Walter LaForge and L. J. Bos to me known, who, being by me duly sworn, did depose and say that they are Assistant Secretary and Attorney-in-Fact respectively of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the annexed instrument; that they know the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that they signed their names thereto by like order and authority.

Sworn to and Acknowledged before me on the date above written

GEORGE C. JOSEPHSON
NOTARY PUBLIC, State of New York
No. 24-2004300
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1967

George C. Josephson
(Notary's Signature, Description and Seal)

CERTIFICATION

CITY AND COUNTY OF NEW YORK: ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

> "ARTICLE XIX.
>
> Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of the Dominion of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this 30th day of July, 1965

B. Smith
Assistant Secretary

Financial Statement of Federal Insurance Company as of December 31, 1964

ASSETS	
United States Government Bonds	$ 50,262,699
United States Government Secured New Housing Bonds	16,764,152
State and Municipal Bonds	51,298,385
Other Bonds	9,763,864
Preferred and Guaranteed Stocks	4,973,261
Common Stocks	108,910,223
Capital Stock of Vigilant Insurance Company	20,682,491
Capital Stock of Great Northern Insurance Company	6,630,015
Capital Stock (97%) of The Colonial Life Insurance Company of America	8,469,137
TOTAL INVESTMENTS	277,754,227
Cash	9,582,254
Premiums not over 90 days due	8,118,144
Other Assets	8,138,579
TOTAL ADMITTED ASSETS	$303,593,204

LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Unearned Premiums	$ 63,515,650
Dividends Payable to Policyholders	164,888
Outstanding Losses and Claims	52,655,991
Dividend Payable to Stockholders	1,049,012
Taxes, Expenses and Other Liabilities	6,315,051
Funds Held under Reinsurance Treaties	6,665,009
Non-Admitted Reinsurance	7,022,724
TOTAL LIABILITIES	137,388,320
Capital Stock	13,986,828
Surplus	73,136,889
Unrealized Appreciation of Investments	79,081,167
SURPLUS TO POLICYHOLDERS	166,204,884
TOTAL	$303,593,204

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. Investments valued at $9,880,181 are deposited with government authorities and trustee as required by law.

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed Walter LaForge, Richard G. Hight, Donald H. Haeseker and Richard L. Boyle, Assistant Secretaries of this Company and does hereby appoint L. J. Bos, Attorney-in-Fact of this Company for the purposes specified in this Power of Attorney, any two of them jointly to have full power to execute under such designations in its name and to affix its corporate seal to, and to deliver for and on its behalf, as surety or otherwise, bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any state or political sub-division thereof, or any person, firm or corporation, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds, provided that no bond executed under this authority shall exceed in amount the sum of Five Million Dollars ($5,000,000.)

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March 19 65.

FEDERAL INSURANCE COMPANY
By

Frederick C. Gardner

Frederick C. Gardner
Vice-President

Davis Quinn
Assistant Secretary

STATE OF NEW YORK }
County of New York } ss.:

On this 1st day of March 19 65, before me personally came Davis Quinn, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Davis Quinn being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

Marion J. McGrath
Notary Public

MARION J. McGRATH
NOTARY PUBLIC, State of New York
No. 24-7837850
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1966.

OREGON STATE HIGHWAY D...
RECEIVED
ROUTING
NOTED BY
E
AUG 6 1965
ASTORIA
BRIDGE
OFFICE

SEE NOTORIAL ACKNOWLEDGMENT AND CERTIFICATION
ON REVERSE SIDE

CABLE ADDRESS: RAYMONDINT

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET · NEW YORK 6, N.Y.

HENRY A. FEDERA
SECRETARY AND
GENERAL COUNSEL

O[illegible]ON STATE HIGHWAY DEPT.
RECEIVED
AUG 2 1965
ASTORIA
BRIDGE
OFFICE
NOTED BY
E
Pool

July 29th, 1965

Mr. Robert Ellison
Oregon State Highway Department
P. O. Box 686
Astoria, Oregon

Dear Mr. Ellison:

1. Further to and supplementing our request of 17 June, 1965 in accordance with Paragraph 4 thereof, we hereby submit for approval our request for an additional increase in time for the performance of Contract No. 6467 without assessment of liquidated damages.

2. This request is for an additional 11.5 calendar days of increase in time for the performance of Unit 2 of the Contract. The aforementioned request involved a total of 53.5 calendar days therefor. The adjusted total for the item is now 65 calendar days. Otherwise, our request of 17 June, 1965 shall be considered to remain in effect.

3. A completed copy of your standard form "Contractors Request for Increase in Number of Work Days to Complete Construction Contract" with Consent of Surety will be filed separately.

Please advise us if you require any further information or clarification.

Very truly yours,

H A Federa

H. A. Federa

HAF:ld
Enc.

FORMERLY RAYMOND CONCRETE PILE COMPANY

ANALYSIS FOR DETERMINATION OF AN ADDITIONAL INCREASE IN TIME FOR THE PERFORMANCE OF CONTRACT NO. 6467 - (UNIT NO. 2 - PIERS 5 - 19)

Item No.	Description	Requested Increase Calendar Days
1	At Pier 10, on 18 May 1965 we placed tremie seal concrete in the downstream bell. In this particular instance and due to uncertain cause or causes, the concrete did not flow properly. The result was an unsatisfactory foundation seal and several days were required to remove it to the point proscribed by you as necessary to meet approval. On 5 June, believing we had met the required conditions, we asked for and were denied approval for continuance of placing tremie concrete. In short, after we provided the means for a thorough joint inspection of the condition of the structure and without further preparation effort, approval to proceed was given on 11 June 1965. Time being the essence, due to this delay we had rescheduled our contract work with the result that it was not until 15 June that we could continue placing tremie concrete in the downstream foundation for Pier 10. These nine days of delay caused by your withholding of approval to proceed required an equivalent extension of contract time for which this is a request.	9.0 his fault

Item No.	Description	Requested Increase Calendar Days
2	At Pier 9, on 21 Apr. 1965, one tide or half a day was lost in cutting off a wood bearing pile which had been allowed as a component of the permanent foundation support. Since the work is beyond the scope of our contract, we request an equivalent extension of contract time.	0.5 ok
3	At Pier 10, on 13 April 1965, we encountered the condition of a broken wood false pile for which an out of location wood pile had been substituted. This necessitated the fabrication and placing of a special false cap which caused the loss of one day. This being beyond the scope of our contract, we request an equivalent extension of contract time.	1.0 ok
4	Upon your advice that a high concrete bearing pile existed at Pier 10, we searched for it on 11 April 1965 with the intent of cutting it off. No high pile was found but the half day consumed in the search is beyond the scope of our contract and we request an equivalent extension of time.	0.5 ok
5	On 16 Nov. 1964 we positioned our equipment at Pier 6 as you directed. On 17 Nov. you required repositioning of the equipment in order to properly carry out the work. We consider that the half a day consumed in correcting	

Item No.	Description	Requested Increase Calendar Days
	the positioning error requires an equivalent extension of contract time which we therefore request.	0.5 OK ✓
	Summary - Foregoing items 1 - 5 - extensions of contract time - calendar days requested.	11.5
	Previous request for extension of contract time for Unit 2 - dated 17 June 1965 - calendar days requested.	53.5
	Total requested extension of contract time for Unit 2 as of this request - calendar days.	65.0

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

June 17th, 1965

Mr. Robert Ellison
Oregon State Highway Department
P.O. Box 686
Astoria, Oregon

Dear Mr. Ellison:

1. We hereby submit for approval our request for an increase in time for the performance of Contract No. 6467 without assessment of liquidated damages. The Supplemental Special Provisions, Page 20 of the Contract in part defines the completion time limit for Unit 2 - Piers 5 through 19, and for Unit 3 - Pier 168 and 169, to be respectively, 330 and 360 calendar days.

2. This request is for an increase in numbers of days, over and above the number stipulated for each unit, as follows:

a. Unit 2 - Piers 5 through 19 - 53.5 calendar days.
b. Unit 3 - Piers 168 and 169 - 85.0 calendar days.

3. Attachments Nos. 1 (a) and 1 (b) hereto, considered to be an element of this request, are duly completed copies of your standard form "Contractors Request for Increase in Number of Work Days to Complete Construction Contract."

4. This request for time is not to be considered as covering all items for which time can be requested, nor is it to be treated as a waiver of other claims for time or additional compensation.

Please advise us if you require any further information or clarification.

Very truly yours,

G F Ferris

G. F. FERRIS

ld
Encs.

RECEIVED
OREGON STATE HIGHWAY DEPT
BRIDGE DIVISION
AM JUL 8 - 1965 PM
7,8,9,10,11,12,1,2,3,4,5,6

BRIDGE DIVISION
AM AUG 6 - 1965 PM
7,8,9,10,11,12,1,2,3,4,5,6

FORMERLY RAYMOND CONCRETE PILE COMPANY

(Rev.)—5M—5-60

Attachment No. 1 (b)
(for Unit No. 3)

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of CALENDAR DAYS ~~Workdays~~
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June 17, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of calendar days ~~workdays~~ from 360 days to 445 days, within which to complete our Contract No. 6467, Unit 3 without the assessment of liquidated damages. The said contract is described as follows: Completion of Substructure for Steel Spans, Bridge No. 7949.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

SEE SUPPLEMENTAL SHEETS ATTACHED HERETO.

Respectfully submitted,

Raymond Int
Contractor

By George F Ferns

CONSENT OF SURETY

Date June 17, 1965

We, FEDERAL INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of calendar days ~~workdays~~, and hereby agree to remain fully bound as surety in all respects as if the number of ~~workdays~~ remained as stipulated in the original agreement.

And: L J Bos
L. J. Bos, Attorney-in-fact

By: Walter La Forge
Walter LaForge, Assistant Secretary
(SEAL)

Countersigned: VICTOR S. RISLEY CO.
BY: Victor S Risley
Oregon Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of ~~Workdays~~ CALENDAR DAYS
to
Complete Construction Contract

BRIDGE DIVISION
1965 PM
9,10,11,12,1,2,3,4,5,6

calendar days
Investigation has been completed regarding the request (see reverse side) for an increase in the number of ~~xxxxdays~~ within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6467 Contractor Raymond Int'l. Inc.

Highway US 101

Section Columbia R. Br. @ Astoria, Oregon

Kind of Work Bridge Construction - Piers

It is recommended that the request for increase in the number of ~~xxxxdays~~ calendar days within which to complete said contract be **DENIED** or ~~**GRANTED**~~. The reasons for such recommendation are as follows:

All conditions cited are within contractors control

Unit 3 overrun in time is concurrent with Unit 2 overrun in time and assessment of liquidated damages will be against Unit 2 as specified by the contract.

Recommended for Approval:

Division Engineer

Ivan D Merchant
Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No.	6467
Project designation ~~State~~-Federal	U-F-003-1(14)
Date awarded	July 13, 1964
Work started	July 30, 1964
Per cent completed	~~85%~~ 100% Date ~~July 2, 1965~~ July 30, 1965
No. of ~~Workdays~~ calendar days Allowed	360 (Unit 3)
No. of ~~Workdays~~ calendar days Used	~~340~~ 369
No. of Added Workdays Requested	~~85~~ 9

State Printing 27939

NOTORIAL ACKNOWLEDGMENT

CITY, COUNTY & STATE OF NEW YORK, ss:

On this 17th day of June 19 65 before me personally came Walter La Forge and L. J. Bos to me known, who, being by me duly sworn, did depose and say that they are Assistant Secretary and Attorney-in-Fact respectively of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the annexed instrument; that they know the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that they signed their names thereto by like order and authority.

GEORGE C. JOSEPHSON
NOTARY PUBLIC, State of New York
No. 24-2004300
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1967

Sworn to and Acknowledged
before me on the date above written

George C Josephson

(Notary's Signature, Description and Seal)

CERTIFICATION

CITY AND COUNTY OF NEW YORK: ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

> "ARTICLE XIX.
>
> Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of the Dominion of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this 17th day of June, 19 65

Assistant Secretary

Financial Statement of Federal Insurance Company as of December 31, 1964

ASSETS	
United States Government Bonds	$ 50,262,699
United States Government Secured New Housing Bonds	16,764,152
State and Municipal Bonds	51,298,385
Other Bonds	9,763,864
Preferred and Guaranteed Stocks	4,973,261
Common Stocks	108,910,223
Capital Stock of Vigilant Insurance Company	20,682,491
Capital Stock of Great Northern Insurance Company	6,630,015
Capital Stock (97%) of The Colonial Life Insurance Company of America	8,469,137
TOTAL INVESTMENTS	277,754,227
Cash	9,582,254
Premiums not over 90 days due	8,118,144
Other Assets	8,138,579
TOTAL ADMITTED ASSETS	$303,593,204

LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Unearned Premiums	$ 63,515,650
Dividends Payable to Policyholders	164,883
Outstanding Losses and Claims	52,655,991
Dividend Payable to Stockholders	1,049,012
Taxes, Expenses and Other Liabilities	6,315,051
Funds Held under Reinsurance Treaties	6,665,009
Non-Admitted Reinsurance	7,022,724
TOTAL LIABILITIES	137,388,320
Capital Stock	13,986,828
Surplus	73,136,889
Unrealized Appreciation of Investments	79,081,167
SURPLUS TO POLICYHOLDERS	166,204,884
TOTAL	$303,593,204

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. Investments valued at $9,880,181 are deposited with government authorities and trustee as required by law.

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed Walter LaForge, Richard G. Hight, Donald H. Haeseker and Richard L. Boyle, Assistant Secretaries of this Company and does hereby appoint L. J. Bos, Attorney-in-Fact of this Company for the purposes specified in this Power of Attorney, any two of them jointly to have full power to execute under such designations in its name and to affix its corporate seal to, and to deliver for and on its behalf, as surety or otherwise, bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any state or political sub-division thereof, or any person, firm or corporation, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds, provided that no bond executed under this authority shall exceed in amount the sum of Five Million Dollars ($5,000,000.)

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March 19 65.

FEDERAL INSURANCE COMPANY
By

Frederick C Gardner

Frederick C. Gardner
Vice-President

DIVISION
-1965 PM
12,1,2,3,4,5,6

Davis Quinn
Assistant Secretary

STATE OF NEW YORK
County of New York } ss.:

On this 1st day of March 19 65, before me personally came Davis Quinn, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Davis Quinn being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.

MARION J. McGRATH

Marion J McGrath

Notary Public

MARION J. McGRATH
NOTARY PUBLIC, State of New York
No. 24-7837850
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1966.

SEE NOTORIAL ACKNOWLEDGMENT AND CERTIFICATION ON REVERSE SIDE

FORM 12304 (ED. 2-65)

H0946 (2M)

AN ANALYSIS FOR DETERMINATION OF AN INCREASE IN TIME FOR THE PERFORMANCE OF CONTRACT NO. 6467

(Unit No. 3 - Piers 168, 169)

Item No.	Description	Requested Increase Calendar Days
1.	A walk-out of our Pile Driver Personnel began on 28 Aug., 1964. The men returned to work on 1 Sept., 1964. This trade is critically important to our construction operations and progress. The loss of four calendar days of construction was beyond our control. Our letter of 1 Sept., 1964 to you requested an extension of time. Your reply of 2 Sept., 1964 advised re-submittal if and when necessary. This re-submittal is in accordance thereof.	4.0
2.	On 10 Mar., 1965, while attempting to dewater the cofferdam, upstream, Pier 169, it was found that dewatering could not be accomplished because of breaks in the steel sheet piles caused by the collision of the ship "Seamar", which had occurred on 16 Jan., 1965. It was not until 29 Mar., 1965 that the necessary patches had been applied to the sheet piles and successful dewatering commenced. The loss of twenty days of progress we consider to have been beyond our control, and request that an equivalent extension of contract time be granted.	20.0
3.	Effective work in removal of the original seals of Pier 169, in accordance with our contract, was begun on 18 Sept., 1964 (although some drilling had been accomplished starting 5 Sept., 1964. Work was on a single shift basis until 21 Oct., 1964 when a second shift was started. From 29 Oct., 1964 onward, we attempted to maintain a three shift, seven-day week operation on the removal of the seals. The downstream cofferdam was not finally approved as ready to place grouting equipment for the new seal until 12 Dec., 1964. The upstream cofferdam was not in similar condition until 20 Feb., 1965. It is our considered opinion that your requirement to remove all the original concrete outside the payline of the seal was unnecessary and was beyond	

Item No.	Description	Requested Increase Calendar Days
3.	(continued) the scope of our contract, particularly with respect to the concrete volumes within the pockets inherent with the Z sheet piles. Of less importance is the volume of concrete removed. It was the excessive time consumed in the difficult operation of working beneath the cofferdam bracing structure in order to remove the volume in the 1-1/2 to 5 feet distance outside the pay-line of the seal, including the pockets of the Z piles, which we consider to have been beyond our contract requirements. We consider that this was extra work and that it consumed more than two weeks of three shift, seven-day operation at each of the two cofferdams, and therefore, that an amount of one month, or thirty days, equivalent extension of contract time is required. In connection with the foregoing, we wish it to be fully understood that our schedule could have permitted us to close down the entire river operations in mid-December had you not required the foregoing extra work and its resulting delay. This actual turn of events found us in a very critical work position when the storm period began (see following Item No. 4), and we suffered the extra expense necessary to remove and replace appreciable work in progress damaged by the storm conditions. Had it not been for the delay, this would have been avoided. Further, under the forced circumstances it became apparent that in order to assure completion of the project as nearly within the original schedule as possible, it was necessary to carry on obviously inefficient operations during the storm period.	30.0 No
4.	After the grouting equipment was installed and other preparations were complete for placing aggregate for the prepakt seal, Pier 169 downstream, on 16 Dec., 1964, we placed approximately 1000 cu. yds. of material. The bad weather conditions, under which we had already been operating, became abnormally severe, to the point that finally for a period the Government closed the river to	

Item No.	Description	Requested Increase Calendar Days
4.	(continued) traffic. The net effect of the conditions was that we could not continue placing aggregate for the seal. By 12 Jan., 1965, when we were able to resume placement of aggregate, inspection had shown that the excessive amount of silt carried by the river during the storm period had contaminated the 1000 cu. yds. of aggregate already placed to an unacceptable degree. The grouting equipment and unacceptable material was removed and it was not until 16 Jan., 1965 that replacement of the aggregate was begun. We consider that all effort and time from 16 Dec., 1964 through 15 Jan., 1965, was lost with respect to progress toward completion of Unit 3 of the contract. Further, we consider that we were amply prepared and capable of timely accomplishment of the work under reasonably expected river and weather conditions. However, conditions that prevailed during the aforementioned period were considered to have been abnormally severe and could not have been expected nor reasonably anticipated. As witness to this, published reports indicate the unprecedented nature of the storm period. This is further bourne out by the fact that the Western part of Oregon was ultimately declared a disaster area by the Federal Government. As a result, the loss of 31 days of progress causes us to request an equivalent extension of contract time for Unit 3 of the contract.	31.0
1-4	Summary - all items - extension of contract time - Calendar Days Requested	85

RECEIVED
OCT 4 - 1965
FOR FILING

U-F-003-1 (14)

6467

October 1, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your information are copies of Order for Extra Work No. 13 covering rethreading (additional thread) of 1" dia. x 32' long bolts taken over from the DeLong contract on the Columbia River Bridge at Astoria Section of the Oregon Coast Highway in Clatsop County, Contract No. 6467 in connection with Federal-Aid Project No. U-F-003-1(14).

Very truly yours,

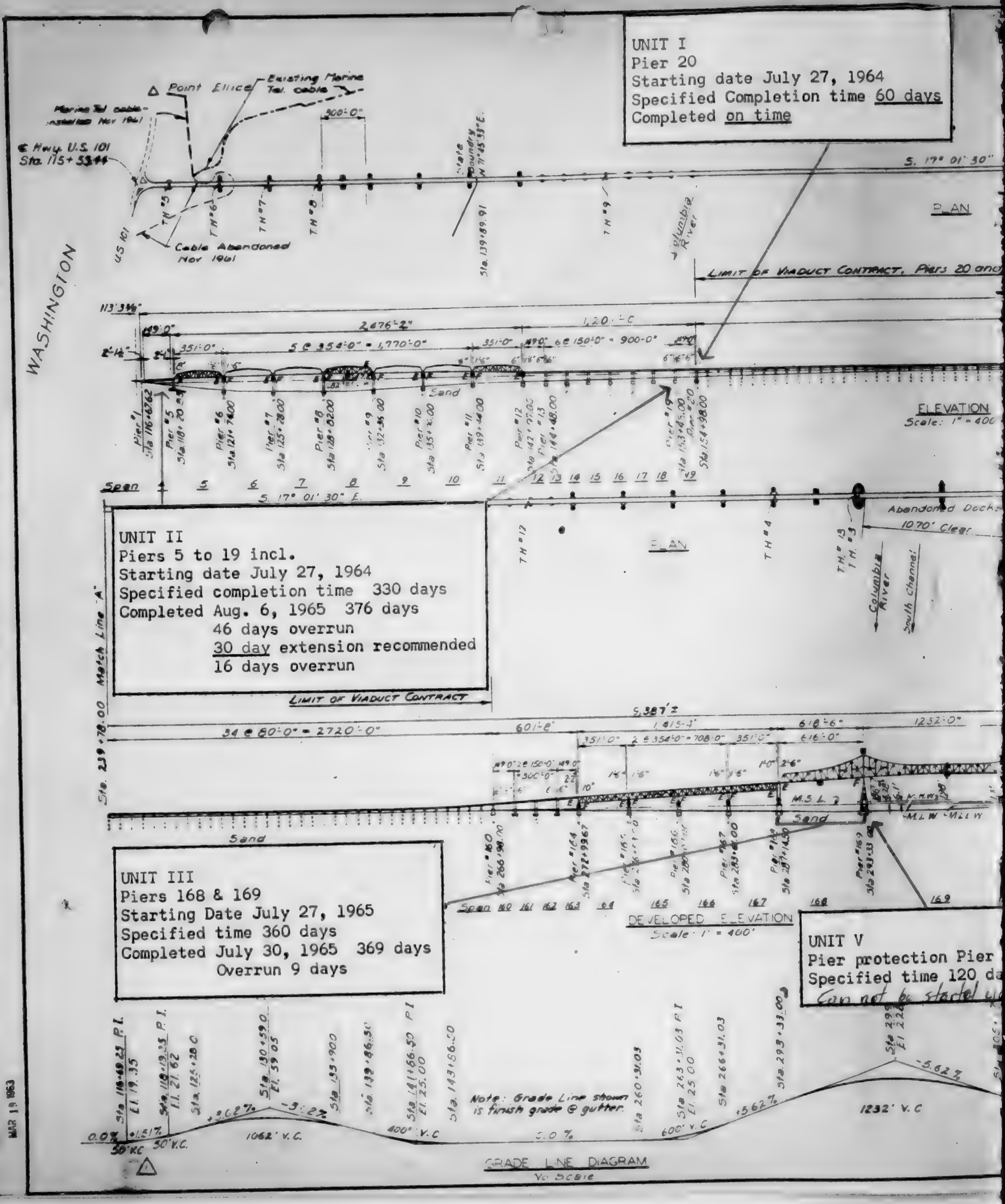
Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:mb

Att.

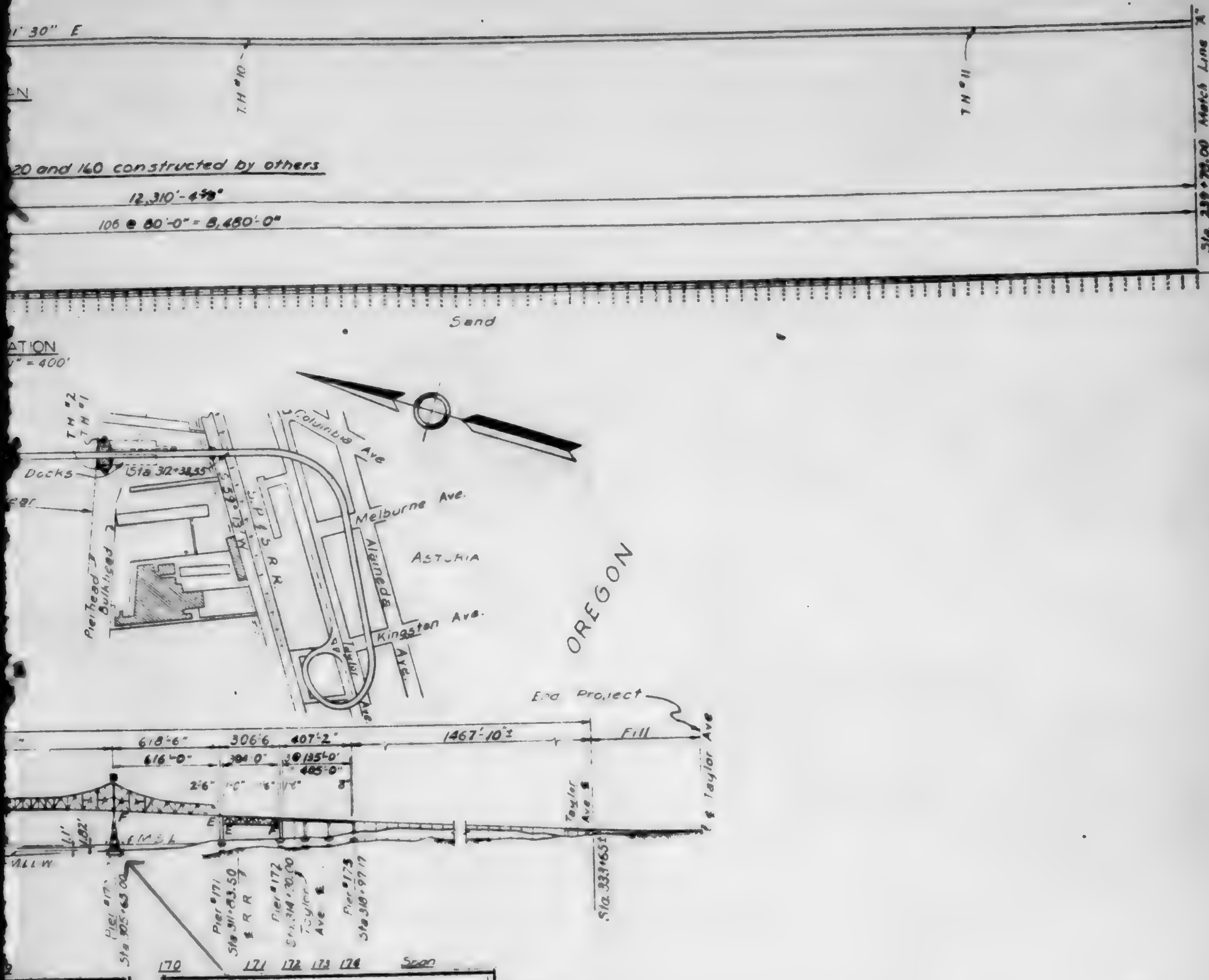

Point Ellice
Existing Marine Tel. cable
Marine Tel. cable installed Nov 1961
℄ Hwy. U.S. 101
Sta. 115+53.44
Cable Abandoned Nov 1961
US 101
300'-0"
State Boundry N 71° 25' 33" E.
Sta. 139+89.91
Columbia River
S. 17° 01' 30"
PLAN
WASHINGTON
LIMIT OF VIADUCT CONTRACT. Piers 20 and
113'-3⅛"
149'-0"
2,676'-2"
1,20-'-C
351'-0"
5 @ 354'-0" = 1,770'-0"
351'-0"
149'-0"
6 @ 150'-0" = 900-0"
Sand
ELEVATION
Scale: 1" = 400'
Pier #1 Sta. 116+67.62
Pier #5 Sta. 118+20.50
Pier #6 Sta. 121+74.00
Pier #7 Sta. 125+28.00
Pier #8 Sta. 128+82.00
Pier #9 Sta. 132+36.00
Pier #10 Sta. 135+90.00
Pier #11 Sta. 139+44.00
Pier #12 Sta. 142+77.00
Pier #13 Sta. 144+48.00
Pier #19 Sta. 153+48.00
Pier #20 Sta. 154+98.00
Span 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
S. 17° 01' 30" E.
Abandoned Docks
1070' Clear
PLAN
TH #12
TH #4
TH #13
TH #3
Columbia River
South Channel
Match Line "A"
Sta. 239+78.00
LIMIT OF VIADUCT CONTRACT
5,387'±
34 @ 80'-0" = 2720'-0"
601'-8"
1,415'-3"
351'-0"
2 @ 354'-0" = 708'-0"
351'-0"
618'-6"
616'-0"
1232'-0"
300'-0"
Sand
M.S.L.
MLW
MLLW
Pier #160 Sta. 266+90.00
Pier #164 Sta. 272+99.67
Pier #165
Pier #166
Pier #167
Pier #168 Sta. 287+14.50
Pier #169 Sta. 293+33.00
Span 160 161 162 163 164 165 166 167 168 169
DEVELOPED ELEVATION
Scale 1" = 400'
Sta. 116+69.25 P.I. El. 19.35
Sta. 118+19.35 P.I. El. 21.62
Sta. 125+28.0
Sta. 130+59.0 El. 59.05
Sta. 133+900
Sta. 139+86.50
Sta. 141+86.50 P.I. El. 25.00
Sta. 143+86.50
Note: Grade Line shown is finish grade @ gutter.
Sta. 260+31.03
Sta. 263+31.03 P.I. El. 25.00
Sta. 266+31.03
Sta. 293+33.00
0.0%
+1.51%
+3.02%
-3.02%
0.0%
+5.62%
-5.62%
50' V.C.
50' V.C.
1062' V.C.
400' V.C.
600' V.C.
1232' V.C.
GRADE LINE DIAGRAM
No Scale
MAR 19 1963

UNIT I
Pier 20
Starting date July 27, 1964
Specified Completion time 60 days
Completed on time

UNIT II
Piers 5 to 19 incl.
Starting date July 27, 1964
Specified completion time 330 days
Completed Aug. 6, 1965 376 days
46 days overrun
30 day extension recommended
16 days overrun

UNIT III
Piers 168 & 169
Starting Date July 27, 1965
Specified time 360 days
Completed July 30, 1965 369 days
Overrun 9 days

UNIT V
Pier protection Pier
Specified time 120 da
Can not be started u


1' 30" E
T.H. #10
T.H. #11
Match Line 'A'
20 and 160 constructed by others
12,310'-4⅝"
106 @ 80'-0" = 8,480'-0"
Sta. 239+79.00
Sand
ATION
" = 400'
T.H. #2
T.H. #1
Docks
Sta. 32+38.55
Pierhead & Bulkhead
Columbia Ave.
Melburne Ave.
ASTORIA
Alameda Ave.
Kingston Ave.
Taylor Ave.
S.P. & S. R.R.
OREGON
End Project
Fill
℄ Taylor Ave
618'-6"
306'-6
407'-2"
1467'-10"
616'-0"
304'-0"
135'-0"
465'-0"
M.H.W.
M.L.L.W.
Taylor Ave. ℄
Sta. 333+65
Pier #170 Sta. 305+63.00
Pier #171 Sta. 311+83.50 ℄ R.R.
Pier #172 Sta. 314+70.00 Taylor Ave. ℄
Pier #173 Sta. 318+97.17
170
171
172
173
174
Span
Sta. 305+63

a Pier 169
120 days
ted out.

UNIT IV
Fender protection Pier 170
Specified time 120 days
Underway -

S PRINT IS
IGINAL DRWG.
SHOULD BE READ 1"=20'-0"

Navigation Light Legend:
● -180° Red Navigation light
■ -360° Green Navigation light
▲ -3-180° White Navigation lights (Main Channel Marker)
(Permanent navigation lights installed by others.)
■ - Aircraft Beacon

3-25-63 △ Revised Grade Line

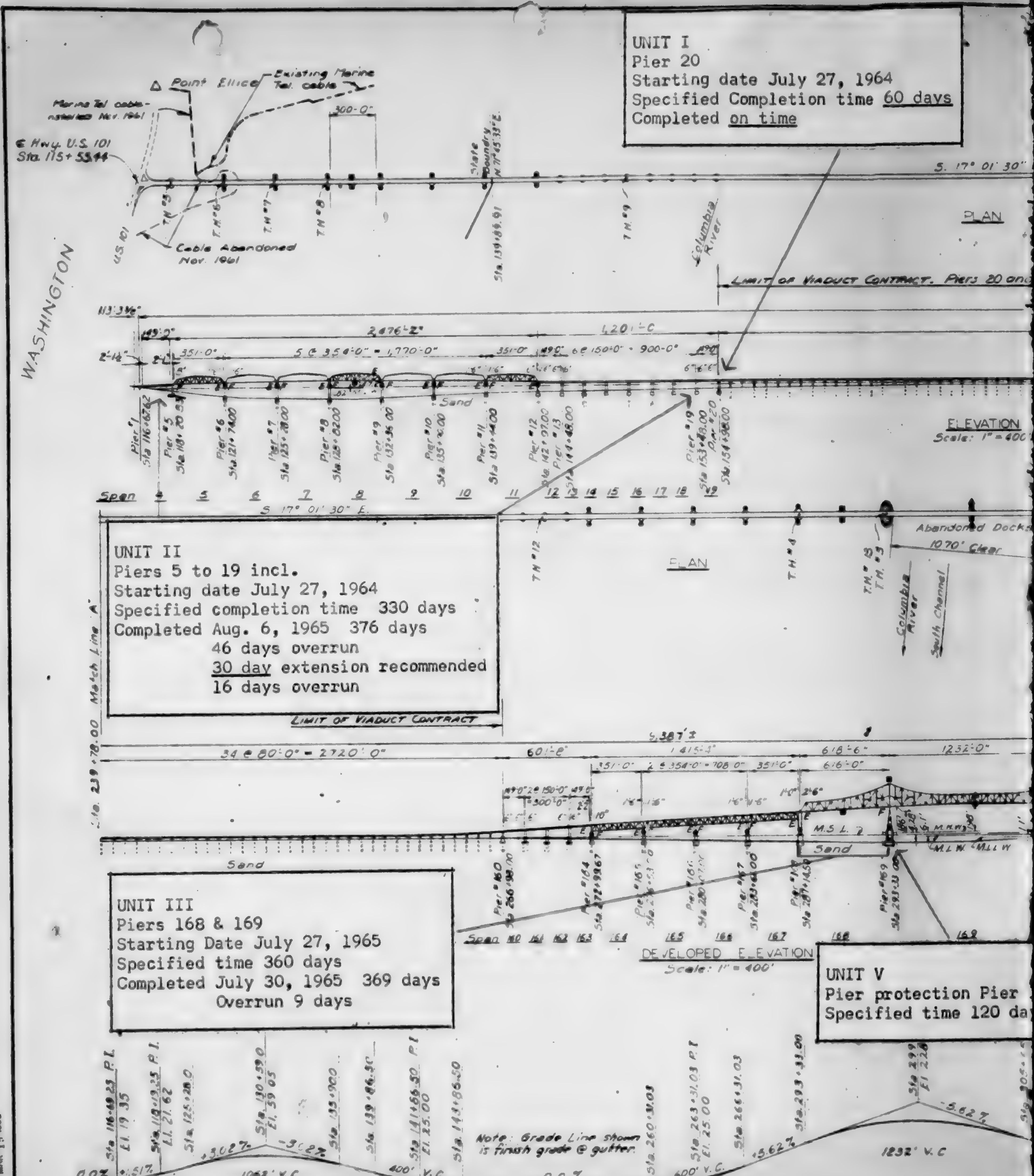
APPROVED:
Ivan Merchant
BRIDGE ENGINEER
P. M. Stephenson
ASST. STATE HIGHWAY ENGINEER
Forrest Cooper
STATE HIGHWAY ENGINEER
DESIGNED
DRAWN V.K.
CHECKED
CALC. BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

COLUMBIA RIVER BRIDGE
ASTORIA, OREGON - PT. ELLICE, WASH.
U. S. HIGHWAY 101
CLATSOP CO., ORE. PACIFIC CO., WASH.

PLAN & ELEVATION

DATE 2-7-1963 BRIDGE NO. 7949
ACCOMPANIED BY DWGS. 17659 - 17664
SHEET 1 OF 7
DRAWING NO. 17658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WASHINGTON
LIMIT OF VIADUCT CONTRACT. Piers 20 and
2,676'-2"
1,201'-0
351'-0"
5 @ 354'-0" = 1,770'-0"
6 @ 150'-0" = 900'-0"
Sand
ELEVATION
Scale: 1" = 400'
Span 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
S. 17° 01' 30" E.
PLAN
Abandoned Docks
Columbia River
South Channel
Match Line "A"
LIMIT OF VIADUCT CONTRACT
34 @ 80'-0" = 2720'-0"
1415'-4"
618'-6"
1232'-0"
351'-0"
2 @ 354'-0" = 708'-0"
M.S.L.
M.L.W.
Sand
Span 160 161 162 163 164 165 166 167 168 169
DEVELOPED ELEVATION
Scale: 1" = 400'
0.0%
50' V.C.
30' V.C.
+3.02%
-3.02%
1062' V.C.
400' V.C.
0.0%
600' V.C.
+3.62%
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46 days overrun
30 day extension recommended
16 days overrun

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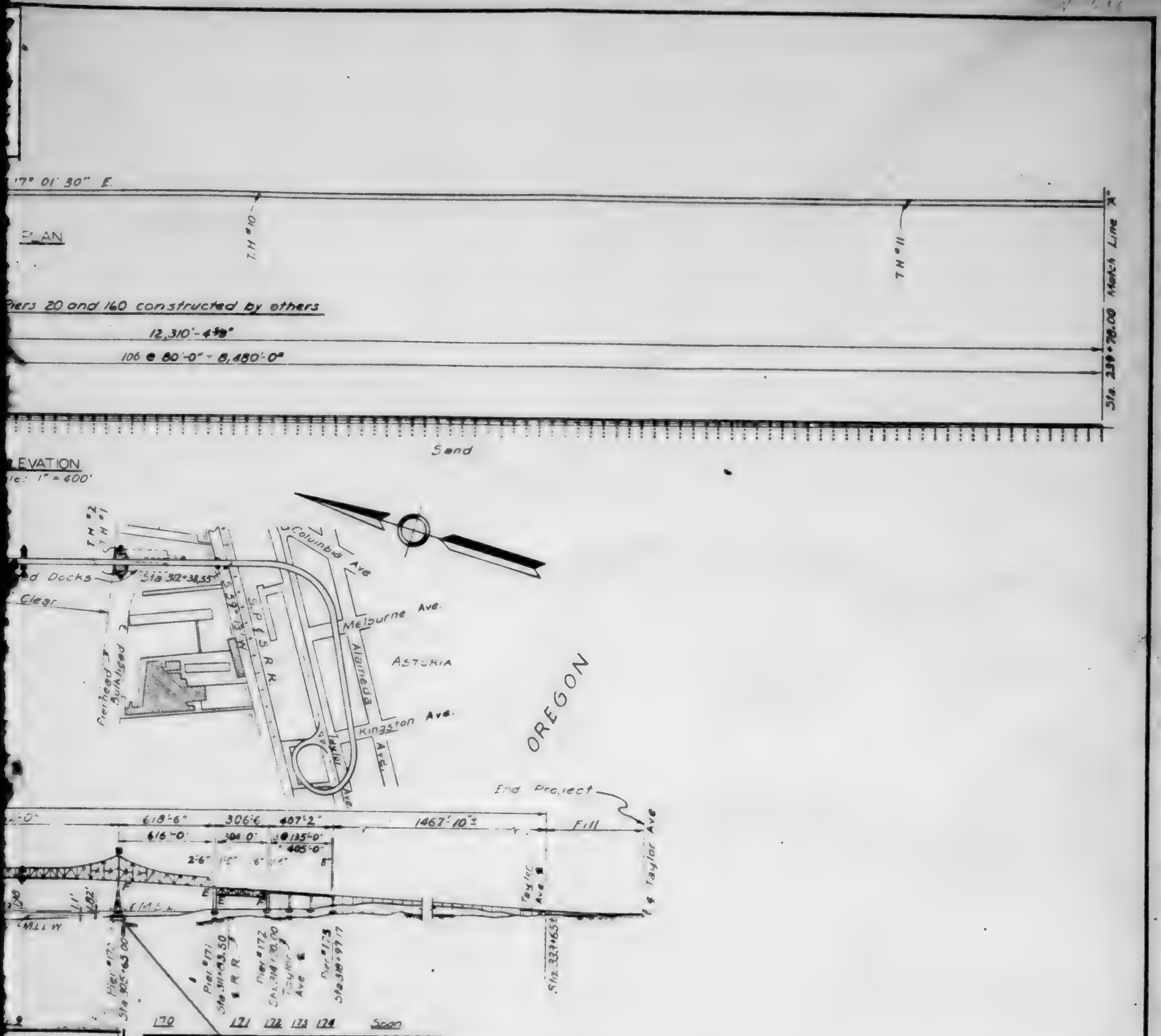
Pier protection Pier
Specified time 120 da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T.H.#10
T.H.#11
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Piers 20 and 160 constructed by others
12,310'-4⅝"
106 @ 80'-0" = 8,480'-0"
Sta. 239+78.00
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Scale: 1" = 400'
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Columbia Ave.
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OREGON
End Project
Fill
618'-6"
306'-6"
407'-2"
1467'-10"
616'-0"
304'-0"
3 @ 135'-0"
405'-0"
M.S.L.
M.L.L.W.
Pier #170 Sta. 305+63.00
Pier #171 Sta. 311+83.50
Pier #172 Sta. 314+70.00
Taylor Ave.
Pier #173 Sta. 318+97.17
Sta. 333+65
170
171
172
173
174
Span

n Pier 169
120 days

UNIT IV
Fender protection Pier 170
Specified time 120 days

THIS PRINT IS
ORIGINAL DRWG.
SCALE ⅛" = 1'-0"
⅛" = 1'-0"
SCALE 1" = 16'-0"
SHOULD BE READ 1" = 32'-0"

Sta. 305+65

Navigation Light Legend:
● - 180° Red Navigation light
■ - 360° Green Navigation light
▲ - 3 - 180° White Navigation lights (Main Channel Marker)
(Permanent navigation lights installed by others.)
■ - Aircraft Beacon

3-25-63 △ Revised Grade Line

APPROVED	OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION
Ivan D. Merchant BRIDGE ENGINEER	COLUMBIA RIVER BRIDGE ASTORIA, OREGON - PT. ELLICE, WASH. U.S. HIGHWAY 101
P. M. Stephenson ASS'T. STATE HIGHWAY ENGINEER	CLATSOP CO., ORE. PACIFIC CO., WASH.
Forrest Cooper STATE HIGHWAY ENGINEER	PLAN & ELEVATION
DESIGNED ... CHECKED ...	DATE 2-7-1963 BRIDGE NO. 7949 — SHEET 1 OF 7
DRAWN M.K. CALC. BOOK	ACCOMPANIED BY DWGS. 17659 – 17664 — DRAWING NO. 17658

RECEIVED
SEP 8 - 1965

FOR FILING

u-F-003-1(14)

6467

September 7, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 31, 1965, on Contract No. 6467, Unit 4 (Pier fender for Pier 170) Columbia River Bridge (at Astoria) section, in Clatsop County, in connection with Federal-Aid Project No. U-F-003-1(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HER:cd

RECEIVED
SEP 30 1965

FORM E-20X—50M—7-64   SP*6280-734

FOR FILING
U-F-003-1(14)

1461

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
1 September 1965

SUBJECT:
Columbia River Bridge at Astoria
Completion of Piers
Contract 6467
Bridge No. 7949
Reduction of retained percentage

To:
Mr. R. D. Asburry
Division Engineer
State Highway Building
Salem, Oregon

Enclosed please find a copy of a letter from Raymond International, prime contractor on the subject project, requesting release of a portion of the contract payments retained as allowed by article 1.9.8 of the standard bridge specifications.

All the contract items under untis 1, 2, and 3 have been completed and the work remaining consists of construction of timber fenders at piers 169 and 170 (Units 4 and 5).

I believe that reduction in the retained amount would be in order providing consideration is given to any additional liquidated damages which might be assessed. The following is my calculation of the amount which could be released:

Contract items completed	$4,782,298.52	
PA #1	3,670.35	
PA #1	623.50	
PA #2	54.50	
PA #3	542.11	
PA #4 (deduction)	- - - -	
PA #5	211.50	
PA #6 (deduction)	- - - -	
	$4,787,400.47	
Retain 3%	143,622.01	
Material on hand:		
Treat timber	53,630.10	
Treat piles	103,123.35	
	$156,753.45	
Retain 10%	15,675.35	
Total to retain		$159,297.36
Total retained to date		$267,948.20
Difference to be released		$108,650.84

TOM EDWARDS

NOTED
ALFRED A REAP

This would leave a retained amount of $159,297.36 which should more than cover any liquidated damages which might be charged against this project.

Please advise your concurrance of the above and as to my procedure on the next monthly estimate.

R. W. Ellison

R. W. Ellison
Project Bridge Engineer

RWE:avb
cc: I. D. Merchant w/encl
A. A. Rear "

P. O. BOX [illegible] TELEPHONE [illegible]

RAYMOND
INTERNATIONAL INC.

JOB NO. HC-59

129 W. BOND STREET ASTORIA, OREGON

August 27, 1965

Oregon State Highway Department
P. O. Box 686
Astoria, Oregon

Attention: Mr. R. W. Ellison

Gentlemen:

Article 1.9.8 of the Standard Specifications indicates that the Engineer has authority to release a portion of the contract payments retained in protection of the State's interest, with the limitation that total payments made shall not be in excess of 97% of the value of completed work.

All of the work items on Contract 6467 have been completed and accepted with the exception of the two Pier Fender systems, one of which will presumably not be accessible for construction until sometime in 1966.

We request that the State Highway Department review this matter, as we believe that the Contract, and the fact that major work items are complete and only ancillary work remains, justifies the release, at the present time, of approximately $117,000.00 of the $267,948.20 presently retained.

Very truly yours,

RAYMOND INTERNATIONAL INC.

P L Hamilton

P. L. Hamilton
Project Manager

FAM/fd
cc: Project Engineering Dept., NYO
H. A. Groth
F. A. McHale

OREGON STATE HIGHWAY DEPT.
RECEIVED
ROUTING NOTED BY
AUG 30 1965
ASTORIA
BRIDGE
OFFICE
E

RECEIVED
AUG 3 - 1965
FOR FILING

41-F-003-1(14)

6467

Salem, Oregon
August 2, 1965

MEMO TO THE FILE

Steps shall be taken to weaken the middle support under the falsework which was placed for pouring the cross beam on Pier 169 at the Astoria Bridge. This shall be done at a comparatively early date, say, not to exceed within the next thirty days.

Arrangements shall be made to remove the falsework prior to driving the fender piling.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter
Ivan Merchant

RECEIVED
AUG 2 - 1965
FILING

FORM E-123X 50M 2-65
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

41F-003-1(14)

6467

July 30, 1965

Mr. Thomas S. Jackson
Attorney at Law
1701 K Street
Washington, D.C. 20006

Re: DeLong Corporation
v.
Raymond International, Inc.
Astoria-Megler Bridge
Contract No. 6467

Dear Mr. Jackson:

Thank you for your letter of July 1 concerning the Motion for Summary Judgment in the above case.

We have now received from the DeLong Corporation a copy of their application and brief for certiorari, which have been filed in the U. S. Supreme Court.

We wish to thank you for your invitation to send an observer at the time of hearing on the Motion. At this time it appears unlikely that we can justify such a trip, however, conditions might change and if not, we may desire to have someone in Washington, with whom we are personally acquainted, be present. We would, therefore, appreciate your giving us as much advance notice as possible of the date of the hearing.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc--Mr. R. L. Porter ✓
--Mr. J. R. Patterson
--Mr. A. H. Johansen
--Mr. F. C. McKinney

RECEIVED
JUL 30 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

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2 1965
FOR

6467

AIRMAIL

June 17, 1965

Mr. Thomas S. Jackson
Jackson, Gray & Laskey
Attorney at Law
1701 K Street N. W.
Washington, D. C. 20006

Re: DeLong Corporation vs. Raymond
International, Inc.
Astoria-Megler Bridge
Contract NO. 6467

Dear Mr. Jackson:

In the absence of Mr. G. E. Rohde, Chief Counsel, I have for reply your two letters of June 15th with respect to the above matter.

After reading the DeLong Motion and Affidavits, I am certain we can furnish you with pertinent additional information for your opposition to the Motion.

It will take several days to obtain the Affidavits and any other necessary documents, since all of the individuals involved may not be in Salem.

We believe that it would be of material assistance if you could request the court to delay a hearing on this matter until at least July 21st so that after we forward the information you would have time to request us for any clarification.

Please notify us as soon as possible as to a date certain when the Motion will be heard.

Yours very truly,

G. E. ROHDE
Chief Counsel

By
FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks
cc: R. L. Porter
Tom Edwards
Ivan Merchant
G. E. Rohde

RECEIVED
JUN 1 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

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MAY 12 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 10, 1965

Schnitzer Steel Products Co.
3300 N. W. Yeon Avenue
Portland 10, Oregon

Attention: Mr. Morris Schnitzer,
President

Gentlemen:

Re: Revision of Lease Agreement
Steel Sheet Piling
Astoria-Megler Bridge Project

Gentlemen:

In accordance with recent conversations between your personnel and ours, this is to set forth certain proposed revisions in the lease agreement entered into between your Company and the State of Oregon, by and through its State Highway Commission, on November 24, 1964.

The existing agreement provides for delivery of the sheet piling upon termination of the lease, to you at Astoria, Oregon, or Tongue Point, Oregon, F.O.B. railroad cars or trucks, the carrier or carriers to be designated by you.

It is regarded as mutually advantageous to the State, your Company, and Raymond International, Inc., our present contractor, and is therefore proposed that you accept delivery of these sheet pilings directly onto barges to be provided by you, at the site of Pier 169, as the piling are withdrawn from the cofferdam.

It is proposed that your Company be reimbursed by the State for the cost of unloading the sheet piling from the barges in Portland. Such cost of unloading would be computed on the basis of the actual cost of necessary labor, and a reasonable allowance for equipment rental.

The existing agreement further provides that the material be trimmed of waste and delivered to you in a condition suitable for redriving, and in lengths in excess of 25 feet, except that a maximum

NOTED
TOM EDWARDS

of 50 tons may be between 20 and 25 feet in length. It is proposed that the State of Oregon employ your Company to perform the trimming and corrective work required by the agreement after redelivery to you.

Since it is anticipated that the contractor will commence pulling the piling from the cofferdam on Wednesday, May 12, 1965, it is hoped that you will indicate your approval of these revisions by endorsement below, hereon promptly, and return this letter to us.

Very truly yours,

Forrest Cooper
State Highway Engineer

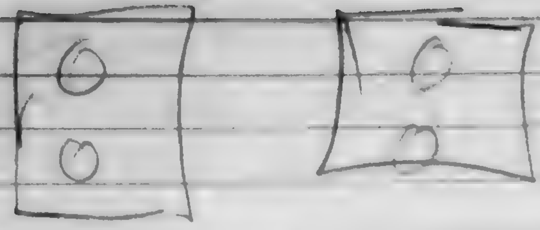
By
Tom Edwards
Asst. State Highway Engineer

AAR:mm

Agreed and accepted this _____ day of May, 1965.

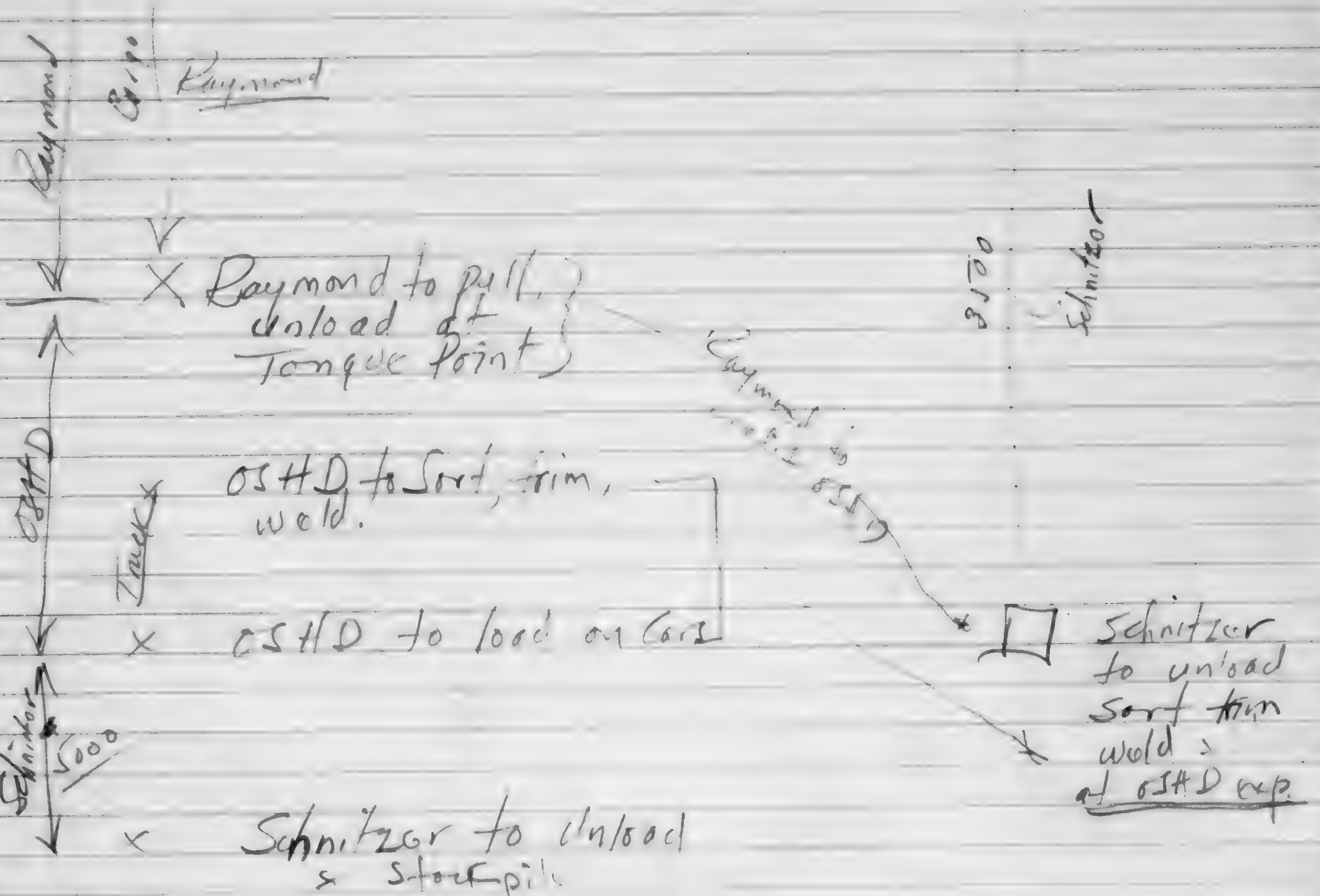
SCHNITZER STEEL PRODUCTS CO.

By______________________________
Morris Schnitzer, President



Sheet piling at Cofferdam

Raymond to


Raymond
Barge
Raymond
OSHD
Truck
Schnitzer
5000
3500
Schnitzer
Raymond [illegible] to OSHD

X Raymond to pull, unload at Tongue Point

OSHD to sort, trim, weld.

X OSHD to load on Cars

X Schnitzer to unload & stockpile

Schnitzer to unload sort trim weld & at OSHD exp.

9

64.7

ASTORIA BRIDGE PROJECT

Estimated Total Cost of Construction - [illegible]

for Bond Financed Work [illegible] / [illegible]97.14

(Inclusive of both Piers 5 & 175)

Item	[illegible]	[illegible]	Total Estimate
PIERS			
Contract No. 61[illegible] DeLong			
Completed & Partially Completed			
Contract Items	$ 4,[illegible].00		
Contract Extras	[illegible]		
Allowance for Materials on Hand	2[illegible].00		
Liquidated Damages	- 330,[illegible].00	$ 4,331,591.00	
Contract No. 6167 [illegible]			
Contract Items	5,2[illegible].00		
Contract Extras (Orig. Authorization)	[illegible],427.00	5,451,514.00	
Subtotal		9,783,105.00	
Contract No. 6124 DeLong			
Theoretical Total if completed		7,250,609.00	$ 7,250,609.00
Estimated Recoverable on Bond		2,532,496.00	
STEEL SUPERSTRUCTURE			
Contract No. 6255 U.S. Steel Corporation			
Contract Items	10,1[illegible].00		
Contract Contingencies (Orig. Authorization)	[illegible]	10,577,446.00	10,577,446.00
Possible Claims (Recoverable)	300,000.00		
SANDS VIADUCT			
Contract No. 6246 [illegible], et. al.			
Contract Items corrected to date	3,718,536.00		
Contract Contingencies (Orig. Author.)	170,198.00	3,888,734.00	3,888,734.00

Copy to Schneider 4-30-65

ASTORIA BRIDGE PROJECT
(Continued)

Item	Amount	Total	Total Estimated Cost
RIPRAP			
Contract No. 6527 Umpqua River Navigation			
Contract Items corrected to date	477,515.00		
Contract Contingencies (Orig. Authorization)	17,336.00	494,851.00	494,851.00
ASTORIA APPROACH			
Contract No. 6499 Pacific Concrete			
Toll Plaza only contract items	70,544.00		
Toll Plaza only contract contingencies	3,174.00	73,718.00	73,718.00
ADDITIONAL EXTRAS			
(Chargeable to Delay)			
Excess Construction Engineering 15 Months @ $14,500.00	217,500.00		
Prepare new plans and specifications	2,500.00		
Core Drill DeLong Seal Concrete	26,000.00		
15 months additional Ferry Operation	280,000.00		
Sheet pile rental	22,000.00		
Additional Bond financing 450 days @ $1,000.00	450,000.00	* 998,000.00	-0-

*Recoverable

Total Construction	22,285,358.00
Construction Engineering 8%	1,782,829.00
Subtotal	24,068,187.00
Interest During Construction	3,104,100.00
Total	27,172,281.00

TRANSMITTAL SLIP

DATE

COOPER
PORTER
STEPHENSON
[✓ EDWARDS]
SHAW
WOLFE
SIPPRELL
ACCOUNTING

BRIDGE
CONSTRUCTION
COUNTY AND CITY
DATA PROCESSING
LABORATORY
LEGAL
MAINTENANCE

OFFICE ENGR.
PARKS
PERMITS
PERSONNEL
PUBLIC RELATIONS
RADIO
RIGHT OF WAY
SECRETARY

SHOPS
SIGNS
TRAFFIC
TRAVEL
WEIGHMASTER
FILES
MAIL
DIVISION ☐

ATTENTION:

FROM: Merchant

ACTION

☐ NOTE AND FILE
☐ NOTE AND RETURN TO ME
☐ RETURN WITH MORE DETAILS
☐ NOTE AND SEE ME
☐ PLEASE ANSWER
☐ FOR YOUR APPROVAL

☐ PREPARE REPLY FOR MY SIGNATURE
☐ TAKE APPROPRIATE ACTION
☑ PER YOUR REQUEST
☐ SIGNATURE
☑ FOR YOUR INFORMATION
☐ INVESTIGATE

COMMENTS This is an estimate only at this time.

Copy to Schroeder

OSHD E 100X REV. 2-63

RECEIVED
APR 2 8 1965

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

REFERRED TO Edwards
BY DEPUTY STATE HIGHWAY ENGINEER

April 23, 1965

Mr. P. L. Hamilton, Project Manager
Raymond International Inc.
129 West Bond
Astoria, Oregon

Dear Mr. Hamilton:

Your letter dated April 16, 1965 requests a permit to blast in the Columbia River at Pier 10 of the Astoria-Pt. Ellice Bridge, and possibly other piers, during the period April 19 to May 31, 1965. The contemplated blasting is necessary to cut the involved pier(s) in connection with your contract with the Oregon State Highway Department for construction of the aforementioned bridge.

The cutting of concrete Pier No. 10 would be accomplished by placing approximately one stick of dynamite in a hole drilled in the pier and subsequently detonating it. It is our understanding that other piers may need similar cutting, but the extent of this additional work is not presently known.

As was discussed with Mr. Frank McHale of your staff, we believe that blasting in the proposed area prior to May 8, 1965 could result in a fish kill. Therefore, this permit is issued to cover the period May 8 to May 27, 1965.

We have contacted the Washington State Department of Fisheries regarding blasting during the period May 8 to May 27 and they concur with this timing. If, for emergency reasons, blasting needs to be accomplished before this date, please contact us and we will consider revising this permit. However, we strongly urge that you attempt to fit your operation into the above schedule.

Under the provisions of Oregon Revised Statute 509.140, we authorize Raymond International Inc. to use either 40 or 75 per cent du Pont Special Gelatin in the approximate manner and areas specified, and during the period May 8 to May 27, 1965 in accordance with the following conditions:

1. The Fish Commission will be notified 24 hours prior to each blast and before any change in blasting plans. For notification call Portland 226-2161, Extension 476, and ask for Mr. Richard L. Angstrom, Mr. James B. Haas, or Mr. Roy E. Sams. In the event one of these men is not available, ask the Fish Commission operator to transfer your call to the man in charge.

Copy sent
To Marchant
Info 4-27-65

NOTED
TOM EDWARDS

2. Whenever an authorized observer is present, he will have the authority to stop any shots necessary to avoid fish damage. The sole purpose and responsibility of the Fish Commission and its designated observer(s) is to prevent damage to the fish resource. Any personal or property damage arising from execution of this permit is the sole responsibility and liability of the permittee.

3. When an observer is present, a boat and operator shall be supplied for his use without expense to this agency. If we utilize an observer, we will contact Mr. Frank McHale, telephone number FA 5-2066 or FA 5-2071, so that the necessary arrangements can be made for transportation to and from the work area.

4. If necessary, we may request that a gill net vessel be chartered at no expense to the Fish Commission to test fish the blasting area at Pier 10, or at other piers that might be blasted. All fish caught will be returned alive to the water or, if mortalities occur, they will become the property of either the Fish Commission of Oregon or the Washington Department of Fisheries for proper disposal.

5. Occurrence of significant fish damage as a result of any part of the operation could necessitate an early termination of blasting in a particular area or require that additional effort be expended in developing precautions to protect fish. This agency and the Washington Department of Fisheries will be the sole parties to determine the significance of fish killed during this operation.

6. This permit to blast is granted in the interest of fisheries protection only and is contingent on the approval of any other agency that might require an authorization for the contemplated blasting.

7. Permission to blast must also be obtained from the Washington Department of Fisheries and the conditions observed as set forth in the permit issued by that agency.

If the conditions of this permit are acceptable to you, please so indicate by signing the second copy of the permit and returning it for our files.

Your cooperation with this agency is appreciated.

Sincerely,

Robert W. Schoning
gcs

ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

cc: Oregon State Game Commission
Oregon State Highway Department ✓
Washington State Department of Fisheries

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APR 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

In accepting this permit, I, representing Raymond International Inc., the permittee, agree to all the conditions as set forth in the permit.

Signature of Representative ______________________________

Date ______________________________

APR 19 1965

RECEIVED
FISH COMMISSION
_Director________
_Asst. Director________
_Fiscal Officer________
_Spec. Asst.________
_Auditor________
_Licenses________
_Fish Culture________
_Research________
_Engineering________
_✓ Water Res.________
_Info-Ed.________
____
_Surname________

COPY

P. O. BOX [illegible]

RAYMOND
INTERNATIONAL INC.

129 W. BOND STREET ASTORIA, OREGON

TELEPHONE [illegible]

April 16, 1965

Department of Fisheries, State of Washington
Room 115, General Administration Building
Olympia, Washington 98502

Attention: Mr. George C. Starlund, Director

Gentlemen:

With regard to the construction of the remaining piers of the Astoria - Pt. Ellice Bridge, it is now felt possible that there may be isolated cases of concrete piling that will have to be cut off underwater. At the present time, we know of only one piling that may be too long, and this cannot be checked until we move our equipment to Pier 10 during the last week of April.

The cutting of the concrete piling, if required, would be similar to that done at Pier 7 and would require drilling holes in the piling at about 75' water depth, packing the holes with about 1/2 to 1 stick of dynamite, and exploding it. The force of the explosion, contained inside the 14" concrete piling, should not affect the surrounding water to any great extent.

As explained above, it is doubtful that such blasting will be needed; however, in view of the possible delays we would like to have your permission to carry out this type of small blast at an unspecified time during the remainder of April, and during May, if this is possible.

By copy of this letter, we are requesting the same permission from the Fish Commission of Oregon.

Very truly yours,

RAYMOND INTERNATIONAL INC.

P L Hamilton

P. L. Hamilton
Project Manager

PAM/lc
cc: C. Scott
H. A. Groth
F. A. McHale
Fish Commission of Oregon

P. O. BOX [illegible]

RAYMOND
INTERNATIONAL INC.

129 W. BOND STREET ASTORIA, OREGON

APR 19 1965
RECEIVED
FISH COMMISSION

Director
Asst. Director
Fiscal Officer
Spec. Asst.
Auditor
Licenses
Fish Culture
Research
Engineering
/Water Res.
Info-Ed.
Surname

April 16, 1965

Fish Commission of Oregon
307 State Office Building
1400 S. W. Fifth Avenue
Portland, Oregon 97201

Attention: Mr. Robert W. Schoning,
Director

Gentlemen:

In accordance with condition No. 3 as stated in your letter of January 18, 1965, the following is a report of the number of blasts and amount of explosives used inside the cofferdams at Pier 169 of the Astoria - Pt. Ellice Bridge:

Month	Number of Sticks	Number of Blasts
November 1964	232	39
December 1964	190	36
January 1965	394	43
February 1965	1604	102

Very truly yours,

RAYMOND INTERNATIONAL INC.

P L Hamilton

P. L. Hamilton
Project Manager

FAM/lc
cc: C. Scott
H. A. Groth
F. A. McHale

RECEIVED
1965
3-16

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Address reply to:
COMMANDER
13TH COAST GUARD DISTRICT
618[redacted]SECOND AVENUE
SEATTLE, WASHINGTON 98104

3263/103
16 March 1965
Ser. o-4 (174)

Forrest Cooper, State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Your letter of 4 March 1965 requested a realignment of navigational aids in the vicinity of the Columbia River Bridge at Astoria, Bridge No. 7949.

After conferring with the Corps of Engineers in Portland, Oregon and based on their recommendations, we have ordered our tender at Astoria, Oregon to position two buoys to mark the north limits of the channel at Flavel Bar. In addition, we have under study a plan to relocate the navigational range lights at Tansy Point when the Corps of Engineers establish definite channel limits and centerline.

While the foregoing is not considered a solution to the problem of vessels approaching bridge pier 169 too close, it will serve to better mark the channel limits proposed by the Corps of Engineers.

Sincerely yours

C. Peistrup
C. F. PEISTRUP
Commander, U. S. Coast Guard
Chief, Aids to Navigation Branch
By direction of the District Commander

NOTED
TOM EDWARDS

Copies Hewitt
Asbury
R11 Smith
Nkoelcam
Ellison (Br Eng Astoria)
3-19-65

MAR 1 7 1965
FICE OF
HWAY ENGINEER

RECEIVED
MAR 1 7 1965
OREGON
STATE HIGHWAY COMMISSION

Keep Freedom in Your Future With U.S. Savings Bonds

3263/103
16 March 1965
Ser. o-4 (173)

From: Commander, 13th Coast Guard District
To: District Engineer, Corps of Engineers, U. S. Army, Portland, Oregon

Subj: Relocation of navigation channel, Columbia River, Desdemona Sands

Ref: (a) CofE, Portland, Ore. ltr dtd 11 Mar 1965, file NPPEN-PP-4

1. Reference (a) suggested two (2) changes in aids to navigation in subject channel, based on your plans to relocate the channel center and limits in the vicinity of the Astoria-Megler Bridge.

2. Our tender at Astoria, Oregon has been directed to position an additional temporary buoy on the channel limits downstream from the bridge and to move Buoy 37 upstream and to the channel limits upstream. As Buoy 31 marks the remains of a destroyed structure it cannot be relocated. This action should serve to better mark the north side of the channel limits.

3. We will also initiate action to realign the Tansy Point Range lights as you suggested. We must receive from you three copies of a print depicting the channel realignment from Tansy Point to the Astoria Crossing channel (Flavel Bar) to substantiate our request for operational approval to actually move the range lights, however.

4. While the foregoing is not considered a solution to the problem of vessels approaching the bridge pier 169 too close, it will serve to better mark the channel limits you suggest.

C. F. PEISTRUP
By direction

Copy to:
→ Ore. State H/Way Dept
(ocmi) Portland
Base Tongue Point
Raymond Int.

[illegible] 1965
OF
ENGINEER

RECEIVED
[illegible] 1965
OREGON
STATE [illegible] COMMISSION

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FEB 10 1965
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

AIRMAIL

February 9, 1965

Jackson, Gray & Laskey
Attorneys at Law
1025 Connecticut Avenue N. W.
Washington, D. C.

RECEIVED
FEB 9 1965
LEGAL & RIGHT OF WAY

Attention: Mr. Thomas S. Jackson

Re: DeLong Corporation vs. Raymond International Inc.
Astoria-Megler Bridge
Contract No. 6467

Gentlemen:

Following our most recent communications to you, we have given this matter further study and I must inform you that your tender of defense of the above action is hereby declined.

However, we believe it consistent with that position and with our previous communications to your client, Raymond International Inc., to afford you reasonable assistance by way of information and data which you might find useful in defense of the above case. For this purpose, we are transmitting herewith copies of certain documents to you.

In connection with the defense, previously suggested to your client, of a pending action, we enclose a copy of the Amended Complaint, the Order of Dismissal and the Notice of Appeal in DeLong Corporation vs. Oregon State Highway Commission, et al, Civil No. 64-79, U.S.Dist.Ct. for the Dist. of Or. (233 Fed.Supp. 7).

As you are aware, the DeLong Corporation's appeal from the Order of Dismissal in the above case is now pending in the United States Court of Appeals for the Ninth Circuit, where it bears No. 19549. The appellant, DeLong Corporation, has recently requested an extension of time within which to file its reply brief, and we anticipate that it will be several months before a decision is reached by the Court of Appeals. It appears to us that until such time as it is

NOTED
FLOYD QUERY

finally determined that the District Court was correct in dismissing the Complaint, the question of the respective rights of DeLong and the State with respect to the property in question are inextricably involved with the litigation pending here.

With respect to the State's right to possession of the materials in question, we enclose a copy of letter dated April 2, 1964, from the Oregon State Highway Commission to the DeLong Corporation, and its surety, and of the letter dated April 10, 1964, from the Commission to the same parties. We also enclose for your convenience a copy of Article 1.8.7 of the Standard Bridge Specifications for Highway Bridge Construction, issue of May 1, 1954, forming a part of the contract between the State of Oregon and the DeLong Corporation. These same Standard Specifications are a part of our contract with your client, Raymond International Inc., and a copy of the entire Standard Specifications should be available to you through that client.

If you deem it appropriate to assert any defenses based upon the pendency of litigation between DeLong and the State, or upon the State's right to possession of the equipment and materials in question, we will be pleased to provide such further reasonable assistance as you may request.

Yours very truly,

G. E. ROHDE
Chief Counsel

GER:ks
enclosures

cc: Forrest Cooper
Floyd Query
J. Robert Patterson

RECEIVED
FEB 1 - 1965

FOR FILING

FORM 2-30X—50M—12-63 84677

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
January 27, 1965

SUBJECT: Columbia River Bridge at Astoria
Ship Collision with Pier 169

To:

Mr. Ivan Merchant
Bridge Engineer
BUILDING

On January 19, Robert Ellison discussed with Ray Stose, Safety Officer, the matter of the collision of the cargo ship "Seamar" with the upstream cofferdam of Pier 169 on the Astoria Bridge; and the possibilities of safety measures for the protection of Highway employees who might be working in such dams if there is a future collision.

Mr. Stose's report is enclosed.

As indicated, a representative of the Industrial Accident Commission will discuss this matter with both the contractor's representative and with Mr. Ellison.

Gene Huntley
Personnel Director

NOTED
P. M. STEPHENSON

GH:ls

Enclosures

cc: Mr. P. M. Stephenson
Mr. R. D. Asburry
Mr. R. W. Ellison

FORM E-30 90M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1965

SUBJECT: Columbia River Bridge at Astoria
Ship Collision with Pier 169

To:

Mr. Gene Huntley
Personnel Director
OFFICE

Project Engineer, Robert Ellison, called me on this subject on January 19, 1965, and he was genuinely concerned about possible future collisions with this pier while men are working inside.

That same day I called the U. S. Coast Guard Investigative Unit in Portland to find out if they would be taking any remedial steps to avoid such collisions in the future. They advised that the ship in question had the pier on its radar scope just prior to the accident and should have missed it. But, an unpredictable shift of current in the river swung the ship's bow into a collision course which could not be corrected quickly enough for it to miss the pier.

The U. S. Coast Guard spokesman did not believe that additional navigation aids would help prevent such collisions in the future. The U. S. Army Engineers control traffic in the bay but the Coast Guard advised that the Engineers are usually very reluctant to change or stop the river traffic for any reason. It is doubtful if such tactics would be feasible anyhow.

Since Raymond International Inc. is the Contractor and under SIAC coverage I discussed the matter with Clyde Husky who is Area Supervisor in the Accident Prevention Division of State Industrial Accident Commission. I suggested to Mr. Husky that perhaps some method could be devised to warn the persons in the cofferdam when a ship was approaching the area. Perhaps the Bar Pilots Association of Astoria would have a schedule of incoming ships and a copy of the schedule could be supplied the contractor.

Mr. Husky advised that he was going to Astoria soon anyhow and would discuss this matter with the bridge contractor. I asked him to be sure to include Robert Ellison in the discussion which he promised to do. Mr. Husky will also keep us advised of any developments.

Ray Stose
Ray Stose
Safety Officer

RS:gma

FORM E-30X—50M—7-64 SP*6230-734

NOTED
R. J. STOSE

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
19 January 1965

SUBJECT: Columbia River Bridge at Astoria
Completion of Piers
Bridge No. 7949
Contract 6467
Ship collision with Pier 169

To: Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

As I discussed with you by telephone on January 17, 1965, the cargo ship "Seamar" of the Calmar line hit the upstream cofferdam of Pier 169 of the subject project at approximately 2:00 PM on January 16, 1965. The damage resulting to the cofferdam was apparently relatively small and consisted of bending the top twenty or thirty feet of approximately 8 or 10 sheet piles in the Southeast corner of the cofferdam and bending the top two waler rings in this same area. Our diver and the Contractor's diver have made separate inspections of the sheet piling under water and agree as to the apparent damage. However, the actual amount of damage will not be known until the cofferdam is dewatered.

Mr. Hamilton, Project Manager for Raymond International Inc., has informed me that he has written to Bethlehem Steel Corporation, who he says owns the Calmar Line, and has informed them that Raymond holds the ship entirely responsible for the accident and resulting damage. Mr. Hamilton also states that he has informed his builders risk insurance agent, Hansen and Rowland, of the above action.

Since the cofferdam belongs to the State, at least as far as the Contractor is concerned, it appears that the State should become aware of, and be satisfied with, the settlement for damages. I assume this should be done thru our legal department.

The incident last Saturday was the first time a ship has actually hit the cofferdam, but is not the first time a ship has come close to the cofferdam. I am aware of two additional instances within the past few months when cargo ships have passed within 20 feet of the cofferdam after performing the emergency evasive maneuvers required to miss same.

I believe that if the cofferdam had been dewatered last Saturday it would have collapsed upon contact by the ship. It is evident that future contact by a ship is entirely possible and if made during a period when the cofferdam is dewatered it could result in the loss of the lives of the men working inside. Any precaution necessary to prevent such a disaster should certainly be taken. Such a precaution would be closure of this pg 2 - Ship collision with Pier 169

section of the river to traffic whenever the ships are unable to determine their location due to fog which seems to have been the situation when the Seamar hit the pier. The river was closed to traffic by the Coast Guard when the fog settled in after the accident occurred thus indicating such closures can be made.

I have discussed this matter with Mr. Ray Stose, the Highway Department Safety Officer, who is checking further into the matter.

R. W. Ellison

R. W. Ellison
Project Bridge Engineer

RWE:her
cc: Ray Stose
A. A. Rear
R. D. Asburry
R. C. Pool

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JAN 20 1965
FOR FILING

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FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

January 18, 1965

Mr. P. L. Hamilton
Project Manager
Raymond International Inc.
129 W. Bond Street
Astoria, Oregon

Dear Mr. Hamilton:

Your letter dated January 13, 1965 requests a second extension of the effective dates of your blasting permit for the Columbia River to include the period January 13 through February 28, 1965. The original permit covered the period November 2-30, 1964 and then was extended to include the period December 1-31, 1964. Your letter states that all conditions of the original permit will be observed.

Under the provisions of Oregon Revised Statute 509.140, we approve your request for a permit extension to blast during the period January 13 to February 28, 1965. Our consent for you to blast is contingent upon the stipulations set forth in the original permit dated November 16, 1964. In addition, the following conditions must be met:

1. The blasting must be limited to charges placed in the enclosed steel sheet piling of the cofferdam of Pier 169.
2. On Monday of each week when blasting is contemplated we must be notified of the blasting dates for that week.
3. You will submit to this agency a report on the number of blasts and total amount of explosives used during this operation when the necessary blasting is completed.

On January 12, 1965 our Mr. Richard Angstrom called your Mr. Frank McHale regarding your earlier Columbia River blasting permits. At the time of this telephone conversation, we were informed that your organization has continued blasting at the approved location after the expiration of your permit. This

[illegible]
FORREST COOPER

COPY

Mr. P. L. Hamilton
Raymond International Inc.
Page 2
January 18, 1965

activity is an obvious violation of the terms of the permit. We are very disappointed with the apparent disregard of state laws shown by your company in this operation. Any similar recurrence will be basis for appropriate legal action.

Sincerely,

COPY ORIGINAL SIGNED BY ROBERT W. SCHONING

ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

cc: Oregon State Game Commission
Oregon State Highway Department ✓
Washington Department of Fisheries
Washington Department of Game

RECEIVED

RECEIVED
JAN 14 1965
FOR FILING

January 12, 1965

The Traveler's Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

Gentlemen:

Reference is made to letters of April 2 and April 10, 1964, addressed to you and the DeLong Corporation concerning the above mentioned contract. In those letters, and pursuant to 1.8.7, Standard Specifications for Highway Bridge Construction, which were a part of the contract, the DeLong Corporation was advised that upon termination of their contract they were to leave on the site certain items of equipment and materials as listed in those letters. Any compensation to which the contractor may be entitled for these items is likewise provided for in 1.8.7 hereinabove referred to.

There is now presently pending in the United States District Court for the District of Columbia, Civil Action No. 3140-64 in which DeLong Corporation is plaintiff and Raymond International, Inc., is the defendant. Raymond International, Inc., is our contractor under Contract No. 6467, which is for completion of the above-mentioned contract. The plaintiffs in this action are represented by attorneys Trammell, [illegible] and Nathan, whose address is [illegible]0 K Street N. W., Washington 6, D. C. By letter under date of January 5, 1965, the law firm of Jackson, Gray and [illegible], whose address is 1025 Connecticut Avenue N. W., Washington, D. C. [illegible], attorneys for the defendant in this cause, tendered to us the defense of this action. An extension of time has now been secured to and including February 11, 1965, within which the defendant may make an appearance.

There is presently pending in the Circuit Court of Appeals for the Ninth Circuit, an appeal by the DeLong Corporation from an order of the District Court dismissing its amended complaint in which it sought declaratory relief under the above mentioned contract. It is our opinion that the relief sought in this proceeding would be determinative of issues which will no doubt be raised in the action instituted in the District of Columbia.

aveler's Indemnity Co.
y 12, 1965
2

We are attaching a copy of the complaint filed in the District
mentioned in the aforementioned action so that you may take
action as you deem necessary to protect your interests. In the
additional expense, either legal or otherwise, is occasioned us by
of this action, it may be necessary to seek reimbursement of it
you as surety on this contract.

Very truly yours,

Secretary,
Oregon State Highway Commission

[illegible]

cc e Travelers Indemnity Company
itable Building
rtland, Oregon 97204

deral Insurance Company
rd Cook-Rodgers Insurance Co., Inc.
4 S. W. Third Street
rtland, Oregon

ckson, Gray and Laskey
ttorneys at Law
25 Connecticut Avenue N. W.
ashington, D. C. 20036

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JAN 13 1965
FOR FILING

THOMAS M. JACKSON
ROBERT M. GRAY
DAVID LASKEY
FRANCIS L. YOUNG, JR.
AUSTIN P. FRUM
JAMES R. TREESE

LAW OFFICES
JACKSON, GRAY & LASKEY
1025 CONNECTICUT AVE., N. W.
WASHINGTON, D. C. 20036
TELEPHONE 628-0480

LEWIS H. BARNES
COUNSEL

REFERRED
TO Mr. Cooper
FOR Line
G. E. ROHDE

January 5, 1965

1-9-?

AIR MAIL

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. G. E. Rohde, Chief Counsel

Re: Contract 6467
Astoria-Megler Bridge

Gentlemen:

Raymond International, Inc. has placed in our hands for defense an action entitled DeLong Corporation vs Raymond International, Inc., bearing Civil Action No. 3140-64 in the United States District Court for the District of Columbia. A copy of the Complaint served upon our client about December 23, 1964 is enclosed herewith together with the Exhibits thereto. Our client has made us familiar with the general background of this action; and particularly have made available to us a copy of your letter of November 25, 1964 to Raymond International, Inc., addressed to the attention of H. A. Federa, Secretary and General Counsel, and a copy of your letter of October 16, 1964 addressed to the attention of Mr. George Ferris. We also have copies of the correspondence to which these letters refer and are related and a copy of the memorandum of the Honorable Floyd Query, Secretary of the Oregon State Highway Commission of his meeting with Raymond International, Inc. dated July 1, 1964.

In view of the fact that the above Contract was awarded to our client, Raymond International, Inc., on the basis of an express condition that the material described in the suit of the DeLong Corporation would be available to our client, this letter is designed to give you notice of the suit, to give you a full opportunity to defend it, either by intervention or in the name of our client, or by assuming control of the defense through this office, at your election. Since our client must be protected from having to pay for these materials which were to be furnished by the State without cost

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FOR FILE

to our client, and from having to litigate separately with DeLong Corporation and the State concerning our client's right to the possession and use thereof, we are frankly intending to place the State of Oregon in the position of accepting the defense of the DeLong Corporation action, or of being bound by the result thereof.

You will note that the Complaint does not appear to be based upon an express contract; on the contrary it is based upon the implied contract to pay for the materials, alleging that the fair and reasonable value thereof is, by the agreement of the parties, the sum of $333,158.45. The Complaint does not allege that the defendant agreed to pay that amount except by implication.

Our client cannot deny that it did use the material described (or at least most of it, since we have no information that all of it was not used) and at this time we are not informed of any serious dispute concerning the value placed upon the equipment. It is our understanding that the major dispute is whether the material and equipment were properly within the power and right of the State of Oregon to assume possession thereof and deliver the same to our client for use in performance of the latter's contract. With respect to that issue all knowledge and evidence lies primarily with the State of Oregon and its Highway Department.

Accordingly, on behalf of Raymond International, Inc. we respectfully request -- that is, we legally demand -- that the State of Oregon undertake the defense of the DeLong Corporation suit either directly by intervention or in the name of Raymond International, Inc. to the end that it shall be bound by the result with respect to the right of the Raymond International, Inc. to be reimbursed for the costs of defense, and any recovery which DeLong Corporation may have in the action. For your information we know of no law in this jurisdiction which would entitle the plaintiff to the recovery of attorneys' fees in the main action. We have no doubt that the plaintiff's attorneys will extend the time to answer if necessary. An Answer will, unless an extension is obtained, be due on or before January 12, 1965.

In the event that you accede to the demand which is made herewith we are prepared, with the full authorization of our client, to offer to you the full cooperation of this office either directly in defense of the action or in cooperating as counsel for Raymond

International, Inc.; or please feel completely free if your judgment so dictates to employ any other lawyer or law office you may prefer for any reason.

Respectfully yours,

JACKSON, GRAY & LASKEY

By:

TSJ:mhw
Encl

cc: Mr. Henry A. Federa

P. O. BOX [illegible]

TELEPHONE [illegible]

RAYMOND
INTERNATIONAL INC.
129 W. BOND STREET ASTORIA, OREGON

RECEIVED
FEB 1 - 1965
JOB NO. HC-59
FOR FILING

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6467

9 December 1964

OREGON STATE HIGHWAY DEPT.
RECEIVED
ROUTING
NOTED BY
DEC 10 1964
ASTORIA
BRIDGE
OFFICE

Mr. Robert W. Ellison
Resident Engineer
Oregon State Highway Dep't.
P. O. Box 686
Astoria, Oregon

Re: Advance Payment
McCormick Baxter Creosoting Co.

Dear Mr. Ellison:

Please be advised that upon the receipt of the advance payment for creosoted piling and lumber to be incorporated in the Fender System, Piers 169 and 170 respectively, we will immediately make payment to the McCormick Baxter Creosoting Company.

It is understood that this advance payment will be included in the current monthly Cost Report and Bridge Contractor's Estimate of December 10, 1964.

Very truly yours,

RAYMOND INTERNATIONAL INC.

P L Hamilton

P. L. Hamilton
Project Manager

HAG:Ch
cc: Cliff Scott, NYO
McCormick Baxter File
State Highway Dep't File

NOTED
P. M. STEPHENSON

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MISC. CONTRACTS and
AGREEMENTS No. 2767

Salem, Oregon
December 2, 1964

Agenda Item 4-p
Schnitzer Steel Products Co.
Lease Agreement
Steel Sheet Piling
Astoria-Megler Bridge

Mr. G.E. Rohde
Chief Counsel
Office

Attention: Mr. Frank C. McKinney
Acting Ass't. Counsel

Attached for further handling is a fully executed copy and a partially signed copy of a Lease Agreement with Schnitzer Steel Products Co. for steel sheet piling to be used on the construction of the Astoria-Megler Bridge by Raymond International Company.

A fully executed copy of the above agreement has been retained in this office for the Commission's files.

Secretary

rn
Attach: 2

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DEC 7 - 1964

FOR FILING

1167

FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

December 2, 1964

REFERRED TO
admin
BY SECRETARY

Mr. P. L. Hamilton, Project Manager
Raymond International Inc.
129 W. Bond Street
Astoria, Oregon

Dear Mr. Hamilton:

Your letters dated November 27 and 30, 1964 to the Washington Department of Fisheries and to this agency request an extension of the effective dates of your blasting permit for the Columbia River to include the period December 1-31, 1964. The original permit covered the period of November 2-30, 1964. It is our understanding from telephone conversations with Mr. Frank McHale that you were unable to accomplish the work during the period covered in the original permit due to unfavorable weather conditions.

Under the provisions of Oregon Revised Statute 509.140, we approve your request to blast during the period December 1-31, 1964. Our consent for you to blast is contingent upon the conditions set forth in the original permit dated November 16, 1964. Furthermore, an extension of the Washington Department of Fisheries blasting permit must be obtained from them and the conditions set forth by that agency must also be observed.

Your cooperation in this matter is appreciated.

Sincerely,

COPY ORIGINAL SIGNED BY
ROBERT W. SCHONING

ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

RECEIVED
DEC 3 1964
OFFICE OF
STATE HIGHWAY ENGINEER

cc. Oregon Game Commission
Oregon Highway Department
Washington Department of Fisheries

NOTED
R. L. PORTER

RECEIVED
DEC - 3 1964
OREGON
STATE HIGHWAY COMMISSION

COPY

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
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6/6

November 25, 1964

Raymond International Inc.
140 Cedar Street
New York 6, N. Y.

Attention: M. A. Fodera
Secretary and General Counsel

Gentlemen:

This will acknowledge receipt of your letters dated October 30 and November 16, 1964, with enclosures.

Regarding the inquiry in your letter of October 30, we cannot undertake to intervene in or defend any action or proceeding, in which De Long might seek to recover from you $346,353.88, or any other sum allegedly representing the value of the items of material and equipment in dispute. Of course, our previous offer to defend a proceeding where your right to possession is directly challenged still stands.

The principal reason for this distinction, which we are sure you will appreciate, is that we have never undertaken to pay De Long, or in any way directed or authorized you to undertake to pay De Long, any sum for the value of these items. If you entered into such an agreement with De Long, you did so voluntarily, and not on our behalf.

Any remarks of Mr. Lindas or other representatives of the State with respect to payment to De Long, clearly had reference to the ultimate adjustment of the litigation between De Long and the State.

Our position is and has been that following termination of De Long's contract, we were entitled to possession of the designated items by reason of specific contractual provisions, and our notices to De Long pursuant to those provisions. De Long was under a legal obligation to turn over possession of these items to us, or to you as our representative. You assured us that you had arranged

[illegible] COOPER

with De Long for this transfer of possession to take place, and it was not until after the fact that you advised us of your alleged agreement to purchase all or part of the materials and equipment from De Long.

To the extent that De Long may be entitled to credit or payment for these items, this is a matter to be adjusted in the dispute between De Long and the State. This adjustment, as you know, will not take place until sometime in the indefinite future.

While we are thus not in a position to defend you in an action for the value of these items, it nevertheless seems appropriate for us to suggest certain defenses which may well be available to you in such an action: (1) Lack of consideration for any promise you made to pay De Long, in that De Long was already under a legal obligation to turn over possession of these items to you as our representative; (2) Partial payment, in that to the extent that the disputed items represent materials to be incorporated into the finished structure, we may have made advance payments to De Long of a portion of his invoice cost upon delivery of the materials; while we cannot at this moment advise you specifically as to the facts in this regard, these facts are ascertainable; (3) Partial payment, in that to the extent that the cost to De Long of forms, lifting gear and other equipment is reflected in his unit price for various contract bid items, he has recovered a portion of those costs in progress payments made to De Long, prior to termination of his contract; (4) Failure of consideration for any agreement you made to purchase materials from De Long, in that to the extent that advance payments for such materials were made by the State to De Long, De Long had no title in such materials to convey to you; (5) The subject matter is included within the subject matter of pending litigation between the De Long Corporation and the State.

We are also agreeable to offer you such reasonable assistance as you might request, in establishing the above or other defenses to an action against you for the value of the items in dispute.

With respect to your letter of August 17, 1964, and the subsequent telephone conversation with Mr. Lindes (mentioned in your letter of October 30), we reject any inference that the State, by oral statements of Mr. Lindes, or otherwise, ever authorized you to incur an indebtedness to De Long of $346,353.88, or for a "fair price", on the State's account. We reiterate that if you incurred such indebtedness, it was done on your own volition and for your own account.

Your letter of August 17, considered in the light of all the circumstances, cannot reasonably be interpreted as a demand that the State make any items available without cost to you. Further, if that letter had been intended as such a demand, your action in taking possession directly from De Long, subject to some agreement by you regarding payments, without any authorization from us, would be wholly inconsistent with such a demand upon the State.

Yours very truly,

G. K. ROHDE
Chief Counsel

GKR:hg

2
OFFICE [illegible]

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NOV 23 1964
FOR FILING

November 20, 1964

Oregon State Highway Commission

Gentlemen:

When the new contract for the continuation of the construction of the Astoria-Megler Bridge was awarded to Raymond International Company, the steel sheet piling for the cofferdam at Pier 169 was in place. It was understood that this steel sheet piling was owned by the DeLong Corporation. After the contract was let, it was found that this steel sheet piling had been leased from the Schnitzer Steel Products Company of Portland, Oregon.

It is necessary for the State Highway Department to lease this steel sheet piling from the Schnitzer Steel Products Company and furnish the same to the Raymond International Company. A lease agreement has been prepared which provides that the steel sheet piling shall be rented at $1982.00 per month with the starting date of April 13, 1964 and continuing until the completion of Pier 169 estimated to be May 31, 1965. This will amount to an estimated $28,000.

Upon completion of the use of the piling, it shall be returned to the lessor and any scrap resulting from cutoffs or for other reasons shall be paid at the rate of $74 per net ton to the lessor. These rates are standard rates used throughout the industry for the rental and return of steel sheet piling.

This is a portion of the incurred cost which, in our opinion, is recoverable from the DeLong Corporation or its bondman.

It is recommended that you approve this lease agreement and that you authorize the Secretary to sign the agreement for and on behalf of the Commission.

This matter will be on the agenda at the November 24 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
C. H. Maison
R. D. Asburry

PMS:bbc

CABLE ADDRESS: RAYMONDINT

Raymond International

TELEPHONE CORTLANDT 7-7070

RAYMOND

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

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RECEIVED
NOV 18 1964
[illegible]

VIA AIR MAIL

November 16, 1964

Oregon State Highway Commission
Salem, Oregon 97310

Att: G. E. Rhode, Esq.
General Counsel

Gentlemen:

We are enclosing herewith for your information and comment, a copy of letter dated November 5th, 1964 from the De Long Corporation.

We are withholding our reply to this letter until we have had an answer from you to our letter of October 30th with respect to this matter.

Very truly yours,

George F. Ferris

George F. Ferris

GFF/a
Enc.

make copy for GFT -

DE LONG

DELONG CORPORATION
29 BROADWAY · NEW YORK 6, N.Y.

CABLE ADDRESS
"DELONGDOCK"

TELEPHONE
HAnover 2-1275

November 5, 1964.

Raymond International, Inc.
140 Cedar Street
New York, New York.

Attention: Mr. Henry A. Federa

Re: Astoria - Megler Bridge

Gentlemen:

Receipt is acknowledged of your letter of October 30, 1964 requesting that we agree in writing to your deferring any action with respect to our invoice of September 1964 in the amount of $346,353.88, for materials and equipment delivered to you for use in constructing the foundations of the Astoria-Megler Bridge.

As you know, all the materials and equipment contracted for have been delivered. We understand that a substantial portion of these materials have already been incorporated into the structure. We sold you these items on the basis of an invoice which would be paid within 30 days thereof.

Accordingly we again demand immediate payment of our invoice in the amount of $346,353.88. If this invoice is not paid within ten days from this date we intend to take such action as may be necessary and proper under the circumstances to protect our rights.

Very truly yours,

DE LONG CORPORATION

By Edward A. Fey
Edward A. Fey
Vice President

EAF:dm

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4aa * * * * * * *

4bb 6461 * * * * * * *

4cc The Commission confirmed its award of contracts made on June 26, 1964, and July 13, 1964, for bids received June 24, 1964, as follows, and authorized the Secretary to sign the contracts in their behalf:

BIDS RECEIVED IN SALEM ON JUNE 24, 1964

"Completion of substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101 in Clatsop County, Oregon-Pacific County, Washington. Federal-Aid Project No. U-F-003-1(14). Two bids were received. The Commission awarded the contract on July 13, 1964, to the low bidder, Raymond International, Inc., under Alternate "A" for the sum of $5,358,964.00, conditioned upon the material and equipment, listed in the bid proposal and now in the possession of the DeLong Corporation being available to Raymond International for completion of the sub-structure of the Astoria Bridge, in accordance with the design, plans and specification for such completion at no additional cost to the State of Oregon for the use of such material and equipment.

* * * * * * *

* * * * * * *

* * * * * * *

* * * * * * *

Approved Y

Disapproved ______

July 14, 1964

Glenn L Jackson
Signature

addition made on book copies.
Mr. Cooper Mr Porter & Mr Rohde
also received addition w. 11-5-64

Filed in DeLong Corp. File

34068

4aa * * * * * * *

4bb * * * * * * *

4cc The Commission confirmed its award of contracts made on June 26, 1964, and July 13, 1964, for bids received June 24, 1964, as follows, and authorized the Secretary to sign the contracts in their behalf:

BIDS RECEIVED IN SALEM ON JUNE 24, 1964

"Completion of substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101 in Clatsop County, Oregon-Pacific County, Washington. Federal-Aid Project No. U-F-003-1(14). Two bids were received. The Commission awarded the contract on July 13, 1964, to the low bidder, Raymond International, Inc., under Alternate "A" for the sum of $5,358,964.00, conditioned upon the material and equipment, listed in the bid proposal and now in the possession of the DeLong Corporation being available to Raymond International for completion of the sub-structure of the Astoria Bridge, in accordance with the design, plans and specification for such completion at no additional cost to the State of Oregon for the use of such material and equipment.

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Approved ✓

Disapproved

July 14, 1964

David B. Simpson
Signature

34068

4aa * * * * * * *

4bb * * * * * * *

4cc The Commission confirmed its award of contracts made on June 26, 1964, and July 13, 1964, for bids received June 24, 1964, as follows, and authorized the Secretary to sign the contracts in their behalf:

BIDS RECEIVED IN SALEM ON JUNE 24, 1964

"Completion of substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101 in Clatsop County, Oregon-Pacific County, Washington. Federal-Aid Project No. U-F-003-1(14). Two bids were received. The Commission awarded the contract on July 13, 1964, to the low bidder, Raymond International, Inc., under Alternate "A" for the sum of $5,358,964.00, conditioned upon the material and equipment, listed in the bid proposal and now in the possession of the DeLong Corporation being available to Raymond International for completion of the sub-structure of the Astoria Bridge, in accordance with the design, plans and specification for such completion at no additional cost to the State of Oregon for the use of such material and equipment.

* * * * * * *

* * * * * * *

* * * * * * *

Approved K N Fridley

Disapproved ____________

* * * * * * *

Fridley

Signature

July 14, 1964

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FLOYD QUERY

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NOV 27 1964

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CABLE ADDRESS: RAYCONCRET

TELEPHONE CORTLANDT 7-7070

HENRY A. F[illegible]ERA
SECRETARY AND
GENERAL COUNSEL

140 CEDAR STREET • NEW YORK 6, N.Y.

VIA AIR MAIL

October 30th, 1964

Oregon State Highway Commission
Salem, Oregon 97310

Att: G. E. Rohde, Esq.
General Counsel

Gentlemen:

In my telephone conversation with your Mr. Rohde yesterday, I pointed out that we were not in agreement with the conclusions set forth in your letter of October 16th, 1964 in that we do not believe representations were made to you that arrangements had been made with De Long Corporation for the release to us of material and equipment listed in the bid-proposal under Alternate A as being furnished by the State without cost. We cannot accept your position to the effect that we assumed some kind of contractual obligation to secure such items without expense to you.

As I told Mr. Rohde, it is our position that the State had the obligation to make available these items at no cost to us; that on August 17th we wrote to the State pointing out De Long's position in refusing to make available these items except upon our agreement to pay, and asked you to make them available. We received no reply to this letter but instead received a telephone call from Mr. Lindas, then General Counsel, saying that the State did not expect us or De Long to furnish the materials without cost to the State where the State had not paid De Long for them. We told him that we could acquire these materials from De Long at a fair price but that De Long was insisting on being paid. We received no instructions from the State. The materials were absolutely necessary if the job was not to be shut down, which would have added to the cost of the work. As the State did not make available the materials, we took over and used them and now De Long has invoiced us.

In your letter of October [illegible], 1964, you indicated that you will defend our right to obtain possession of same and will intervene in any proceeding wherein our right to possession is challenged. I pointed out in our telephone conversation with Mr. [illegible], that if De Long sues us it probably would be for the value of the materials and that in my opinion we had no defense against this action. I further pointed out that the State, if it has a defense against De Long's claim, should intervene in our behalf in any action De Long might bring. It is only the State that can assert its rights, under the De Long contract, to possession of this material and if the State has a right to the material then, of course, by intervening the State can assert a defense to DeLong's claim.

If the State does not see fit to intervene in such an action, I believe De Long could obtain a judgment as we would have no defense against it and we, in turn, would have to bring an action against the State for which I believe the State would have no defense. Therefore, I ask that you write me that you would promptly intervene in any action which De Long might bring for the value of the items furnished.

I am sending you a copy of a letter we have written the De Long Corporation.

Very truly yours,

H. A. Federa

HAF:ld
Enc.

[illegible]
[illegible]
[illegible]

[illegible]

[illegible]
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of a letter from H. A. Federa, Raymond International Inc., dated October 30, 1964, addressed to DeLong Corporation re an invoice for materials and equipment in connection with the Astoria-Megler Bridge, has been compared by me with the copy received and filed in the records of the Oregon State Highway Commission, Salem, Oregon, and that the said copy is a true and correct copy of said letter and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 8th day of May, 1968.

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RAYMOND
INTERNATIONAL INC.
140 Cedar Street
New York 6, N.Y.

COPY

bcc: Mr. G. F. Ferris
Mr. Bert Rand
Mr. Kurt Rock

October 30th, 1964

De Long Corporation
29 Broadway
New York, N.Y. 10006

Att: Mr. B. A. Féy,
Vice President

Gentlemen:

We have in hand your September invoice of $346,353.88 covering materials and equipment turned over to us for use in completing our contract for the foundations of the Astoria-Megler Bridge.

As you know, under our contract with the Oregon State Highway Commission, these items were to be made available to us by the Commission without cost to our company. We were instructed by the Commission to obtain these items from you. You furnished us these items contingent upon our payment to you of the price set forth in your invoice. We submitted this invoice to the Commission and have been advised by them, that they would not approve this invoice for payment by us as an addition to our contract for reasons stated in their letter of October 16th, 1964, copy of which is enclosed herewith.

Without admitting or denying our liability to you, except for reiterating our assertion that our company is not a party to any contract between the Commission and yourselves, we request that you authorize us to defer any action of any kind with respect to your invoice until the completion of our contract with the Commission for the Astoria-Megler Bridge. At that time, if the matter is not resolved between you and the Highway Department, we will initiate such action as seems necessary to settle this matter.

We think that the foregoing proposal is a fair one. We would appreciate your advising us of your position in writing, at your earliest convenience.

Very truly yours,

H. A. Federa

HAF:ld
Enc.

RECEIVED
OCT 28 1964
FOR FILING

6447

October 27, 1964

Oregon State Highway Commission

Gentlemen:

Attached is an excerpt from the approved minutes of July 14, 1964, concerning awarding of the contract to Raymond International, Inc., for completion of the substructure on the Astoria Bridge.

Wording that should have been included in the original minutes was omitted by error. Mr. Rohde and Mr. Porter have both approved addition of the underlined wording.

Will you please mark your approval or disapproval of the additional wording on the attached copy to this letter and return it to me?

The minutes for this meeting have not yet been bound so the correction can be easily made.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Forrest Cooper
R. L. Porter
George Rohde

FQ:fp

34068

4aa * * * * * * *

4bb * * * * * * *

4cc The Commission confirmed its award of contracts made on June 26, 1964, and July 13, 1964, for bids received June 24, 1964, as follows, and authorized the Secretary to sign the contracts in their behalf:

BIDS RECEIVED IN SALEM ON JUNE 24, 1964

"Completion of substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101 in Clatsop County, Oregon-Pacific County, Washington. Federal-Aid Project No. U-F-003-1(14). Two bids were received. The Commission awarded the contract on July 13, 1964, to the low bidder, Raymond International, Inc., under Alternate "A" for the sum of $5,358,964.00, conditioned upon the material and equipment, listed in the bid proposal and now in the possession of the DeLong Corporation being available to Raymond International for completion of the sub-structure of the Astoria Bridge, in accordance with the design, plans and specification for such completion at no additional cost to the State of Oregon for the use of such material and equipment.

* * * * * * *

* * * * * * *

* * * * * * *

* * * * * * *

July 14, 1964

RECEIVED
OCT 19 1964
FOR FILING

General Files

October 16, 1964

Raymond International Inc.
140 Cedar Street
New York 6, New York

Re: Contract 6467
Astoria-Megler Bridge

Attention: Mr. George Ferris

Dear Mr. Ferris:

Receipt is acknowledged of your letter of September 21, 1964, concerning your performance under the above-mentioned contract.

Subsequent to the receipt of your low bid on this work, and on July 1, 1964, a meeting was held in Salem, Oregon, with your Messrs. W. H. Rusk and H. W. Fedore. They assured us that satisfactory arrangements had been made with DeLong Corporation for the release to you of the material and equipment listed in the bid proposal under Alternate "A". We, therefore, advised you under date of July 13, 1964, that you had been awarded the contract conditioned upon your securing possession of these materials and equipment without additional expense to us.

On July 27, 1964, a further conference was held at Salem, Oregon, with your Messrs. George Ferris, Art Fertal and Gene Alley. Mr. Ferris again advised us that arrangements had been made for the turning over to you of this material and equipment and that the final agreement with the DeLong Corporation would be completed in the next few days.

Upon our termination of the DeLong Corporation contract and pursuant to Paragraph 1.8.7, Standard Specification for Highway Bridge Construction, written notice was given to the DeLong Corporation to leave at the site all of the particular items of equipment and materials mentioned in Alternate "A".

This is to advise you we do not intend to issue any change order as requested by your letter. We disclaim any liability to you on account of any arrangements you may have made or make in the future with the DeLong Corporation for securing possession of the materials and equipment mentioned in Alternate "A". We will, however, defend your right to retain possession of the same. We will intervene in any proceeding wherein your right to such possession is challenged upon your giving us due notice of the necessity therefore. Provision for compensation to the DeLong Corporation for this material and equipment is likewise provided for under Paragraph 1.5.7.

In the event you are not now in possession of all of the equipment and materials listed in Alternate "A", please advise us immediately and set forth the missing items. Please also advise that you have made a demand on DeLong Corporation for possession of the missing items without cost and that DeLong Corporation has refused to deliver this possession to you.

Our review of all the correspondence and conferences between this department and your corporation indicates clearly that the department has proceeded throughout resting upon your assurances that satisfactory arrangements had been made by you with DeLong Corporation for the release to you of this material and equipment without additional expense to the State.

If there is anything about this letter that is not clear or if amplification is desired, it may be in order to hold a meeting with your organization. We will be glad to meet with you to discuss the problem at your convenience if you will let us know a day or two in advance so that the proper State people may be present.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:bg

CC - Mr. R. L. Potter
Mr. Forrest Cooper
Mr. Floyd Query
Mr. F. M. Stephenson
Mr. Ivan Merchant

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N.Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

October 14, 1964

Mr. Forrest Cooper,
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

I regret to inform you that in consideration of his personal health, Mr. Arthur Fertell is unable to continue as Project Manager of the Astoria Megland Bridge and we are replacing him immediately with Mr. Percy Hamilton.

Mr. Hamilton will be authorized to represent the Raymond International organization and has the authority to commit the company on all matters pertaining to this contract.

Mr. Hamilton has been an employee of Raymond International for almost 20 years and is well qualified to undertake this responsibility.

Very truly yours,

George F. Ferris

George F. Ferris

GFF/a

cc Robert W. Ellison,
Resident Engineer
P. O. Box 686
Astoria, Oregon

RECEIVED
OCT 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1964
OREGON
STATE HIGHWAY COMMISSION

FORMERLY RAYMOND CONCRETE PILE COMPANY

NOTED
FORREST COOPER

RECEIVED
OCT 7 1964
FOR FILING

6467

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N. Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

October 5th, 1964

Oregon State Highway Commission
Salem, Oregon 97310

Att: Mr. Floyd Query,
Secretary

Gentlemen:

On September 21st we wrote you concerning certain items listed on Pages 2, 3 and 4 of our Supplemental Provisions on our contract with you which are the obligation of the State to furnish us without charge but were in control of the De Long Corporation. We enclosed a letter and invoice from the De Long Corporation as to certain of these items and informed you that in order to avoid delay, we had to have these items immediately.

We have not heard from you in regard to these matters and this is to inform you that we are using these items and that we are obligated to the De Long Corporation to pay their invoice price. Consistent with the provisions of the contract we must then look to the State for a change order in the amount of this invoice.

Very truly yours,

G F Ferris

G. F. Ferris

ld

cc: Mr. Arthur Fertell, Supt.
Raymond International Inc.
P. O. Box 868
Astoria, Oregon

Copies to:
Rohde
Cooper 10/7

RECEIVED
OCT - 7 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 6 - 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6467

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 5, 1964

Raymond International Inc.
P. O. Box 868
Astoria, Oregon

Attention: Mr. Arthur Fertell

Gentlemen:

Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. 6467
Federal Aid Project No.
U-F-003-1(14)

This letter will confirm our telephone conversation of Friday, October 2, 1964, when you were informed that the precast shells presently cast for Pier 6 are considered unsatisfactory and not acceptable for use.

Very truly yours,

Alfred A. Rear
A. A. Rear
Ass't. Bridge Engineer

AAR:jm

cc: Ivan D. Merchant
P. M. Stephenson
R. W. Ellison

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

Shaw
Stephenson

DATE: October 2, 1964

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Project UF-003-1(14)
Astoria Bridge - Pier Contract

Reference is made to Mr. Merchant's September 30, 1964 letter transmitting Order for Extra Work No. 1 under Raymond International, Inc., Contract No. 6467.

As you may recall, the decision has been made that the Bureau will not at this time make any official approval or disapproval of State actions relating to the cancelled portion of the DeLong contract. The Bureau position on this matter was set forth in my May 20, 1964 memorandum to you.

In order to document our record we will retain one copy of E.W.O. No. 1 in our files. Please submit informational copies, only, of future price agreements and extra work orders on this project.

NOTED
TOM EDWARDS

NOTED
LLOYD P. SHAW

NOTED
P. M. STEPHENSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 23 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Sept. 21, 1964

Schnitzer Steel Products Co.
3300 N. W. Yeon Avenue
Portland, Oregon

Attention: Kenneth Lewis
General Counsel

Re: Proposed Lease Agreement
Steel Sheet Piling
Astoria-Megler Bridge

Gentlemen:

The proposed lease agreement, copies of which were forwarded with your letter of September 11, 1964, has been reviewed and found to be acceptable in its substantive provisions.

We are enclosing herewith one of the copies, to which we have made a few revisions with respect to formalities of executing the instrument.

If you will forward to us a new draft, incorporating these revisions, and executed by Schnitzer Steel Products, we will present this matter to the Highway Commission at its next meeting, and assuming that their approval is obtained, an executed duplicate can then be returned to you.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
P. M. STEPHENSON

AHJ:ks
enc.
cc: P. M. Stephenson
I. D. Merchant
L. I. Lindas

RECEIVED
OCT 21 1964

FOR FILING
6467

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1964

SUBJECT: Astoria Bridge Project

To: Mr. H. L. Porter
Mr. L. I. Lindas
~~Mr.~~ F. M. Stephenson
Mr. C. H. Maison

Attention: G. E. Rohde

Please substitute the attached for the cost tabulation handed you in our conference in Mr. Porter's office yesterday morning.

The dollar figures have not changed. I have expanded the explanation as to how they were arrived at.

Ivan D. Merchant
Bridge Engineer

CAG:jm
Attachment

Astoria Bridge

Estimate of extra cost of total project attributable to De Long's failure to complete Contract 6124 (Piers) within time specified. Estimate predicated on current estimate of cost to complete piers (Contract 6467 - Raymond International) and current estimate of work completed by De Long on Contract 6124 and miscellaneous extra costs generated by delay and deducting theoretical total cost of Contract 6124, had De Long completed same within time specified. All figures can only be ESTIMATED at this date with final figures to be developed on completion of project.

Contract 6467 (Raymond International)

Estimated total cost - based on Bridge Division estimates of net quantities of work involved and contract unit prices. -	$5,169,250.00

Contract 6124 (De Long)

Estimated cost of work completed by De Long to April 13, 1964, (contract cancellation date). Figures taken from Project Engineer's Estimate 15, deducting $330,000.00 liquidated damages and $82,600.00 for pile cut-offs which were not delivered to State. -	4,146,620.00

Miscellaneous Extras

Possible extras on Contract 6268, U.S. Steel Corporation for steel superstructure.

Est. Labor	5,000,000.00	
Est. Labor incr. %5	.05	
	250,000.00	
Other Items	250,000.00	500,000.00
Excess Construction Engineering		
15 Months at $14,500.00	217,500.00	
Prep. of new plans, specs, est's.	2,500.00	220,000.00
Extra expense of inspection of De Long seal concrete by core drilling		26,000.00
Ferry Operation - additional 15 months		280,000.00

Pier 169 Sheet Pile Rental - 12 Months	11,000.00
Additional bond financing cost 450 days at $1,000.00	450,000.00
Total Misc.	1,487,000.00
Total Est. Cost of Project	10,802,870.00
Deduct Theoretical total cost of Contract 6124	- 7,421,500.00
Rem.	3,381,370.00

RECEIVED
AUG 19 1964

FOR FILING

1-7

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N. Y.

GEORGE F. FERRIS
CHAIRMAN OF THE BOARD

VIA AIR MAIL

August 17th, 1964

Oregon State Highway Commission
Salem, Oregon 97310

Att: Mr. Floyd Query,
Secretary

Gentlemen:

CONTRACT #6467

We are in receipt of your letter of August 12th, wherein you state that the above contract was awarded to our firm upon condition that certain listed material and equipment was available at no additional cost to the State of Oregon. If we interpret this to mean that the State of Oregon does not intend to comply with the provisions of the specifications whereby they were required to furnish, without cost to the contractor, the materials listed on Pages 2, 3 and 4 of the Special Supplemental Provisions, then we must go on record to the contrary.

If the State desired to have the contract performed under these conditions, they should have done so by making the award under Alternate "C" rather than Alternate "A" - which was the basis upon which the Alternate "C" proposal was made by us.

With reference to the statement in your letter of July 13th, as follows:

> "The award is on the basis of Alternate "A" and is conditioned upon the material and equipment, listed in the bid proposal under Alternate "A", being available to you, as per your assurances to us in this respect, and at no additional cost to the State of Oregon for your possession and use of said material and equipment."

FORMERLY RAYMOND CONCRETE PILE COMPANY

FORM 61

RAYMOND
INTERNATIONAL INC.
140 CEDAR STREET NEW YORK 6, N. Y.

COPY

August 17th, 1964
Oregon State Highway Commission
Page 2

When this letter arrived, we checked to ascertain what assurances, if any, had been made by us to the State. The matter was never discussed with you prior to submitting our bid, and at the conference we had with you on July 1st, it was not brought up, as is shown by your own minutes of the meeting. The only assurance we ever made was with regard to the equipment, materials, etc., that we were to supply under Alternate "A" and that were in DeLong's possession. Therefore, we could only interpret your letter as applying to those assurances.

A few days later when the contract arrived for signature, we found no amendment which changed the language under the Supplemental Special Provisions on Pages 2 and 3 wherein it is provided that certain listed materials and equipment is to be furnished by the State at no cost to the Contractor. This was consistent with our interpretation that, in your July 13th letter you were talking about the equipment and materials which we were to furnish under the contract.

We should point out that we were in no position to determine whether or not the equipment and materials which the State was to furnish were free of third party claims or within the power of the State to deliver to us, as these were matters peculiarly within the State's knowledge. Therefore, it would have been an unreasonable interpretation of your letter to assume you were asking us to accept Alternate "C" obligations for Alternate "A" price or to guarantee to the State title to items the State only could answer for.

As previously mentioned, had you desired to change so basic a provision in the provisions of the bidding documents, you could have accomplished this by simply taking bids under Alternate "C" which clearly eliminates the provisions of Alternate "A" which you now, apparently, are not happy with, or you could have amended Alternate "A". But you cannot do so by an ambiguous sentence based on a misstatement and unaccepted by Contractor. Further by executing the contract without the incorporation of your alleged condition you have waived it.

As Contractor in no way accepted your alleged condition, as the written contract did not contain such a clause, the obligation remains yours as provided in the Supplemental Special Provisions.

COPY

August 17th, 1964
Oregon State Highway Commission
Page 3

In view of the foregoing, we cannot accept your interpretation that this contract has any provision or condition modifying the obligation of the State to furnish without cost to the Contractor, the materials and items listed.

We are enclosing correspondence which we have had with the DeLong Corporation with respect to these items and we await your instructions. If you desire, we will continue to negotiate with DeLong the best terms possible and report back to you; otherwise, we will expect you to make available to us the said materials, etc. without any cost or delay.

Very truly yours,

RAYMOND INTERNATIONAL INC.

George F Ferris
G. F. FERRIS
Chairman

ld
Encs.

RECEIVED
[illegible] 1964
OREGON
STATE HIGHWAY COMMISSION

DE LONG

DE LONG CORPORATION
29 BROADWAY · NEW YORK 6, N. Y.

L. B. DELONG
PRESIDENT

TELEPHONE
HANOVER 2-1275
CABLE ADDRESS
"DELONGDOCK"

August 11, 1964.

AUG 11 1964

Raymond International, Inc.
140 Cedar Street
New York, N. Y.

Attention: Mr. George F. Ferris

Gentlemen:

This will acknowledge receipt of your letter of August 10, 1964 referring to materials and equipment acquired by us in connection with our work on the Astoria-Megler Bridge, which materials and equipment you have requested we furnish to you.

The items of property to which you refer are owned by the De Long Corporation except for the cofferdams at Pier 169 which were designated by the Oregon State Highway Commission to be left at the site and which contain rented sheet piles.

We will in the near future render invoices charging you for these items of property belonging to the De Long Corporation. These invoices will properly reflect any offsets or credits due.

Very truly yours,

DE LONG CORPORATION

L. B. De Long

L. B. De Long

LBD:dm

FORM 01
RAYMOND
INTERNATIONAL INC.
140 CEDAR STREET NEW YORK 6, N.Y.

COPY

August 10, 1964

De Long Corporation
29 Broadway
New York, N.Y.

Attention: L. B. DeLong, President

Gentlemen:

We have for acknowledgement, your 2 letters of August 3, 1964 wherein you turn over to us seven (7) of the items listed in the Supplemental Special Provisions in the contract with the State Highway Commission and also the use of adequate space for our operations at Tongue Point.

With respect to Tongue Point, we acknowledge tht we are to assume the pro-rata rental. With respect to the items listed on Pages 2, 3, and 4 of the Supplemental Special Provisions, would you please advise us which, if any items are your property or the property of third parties (as distinguished from those items to which title is vested in the Oregon State Highway Commission;) and with respect to such property of third parties and yourself, what charges, if any, will be made by you or such third parties.

Very truly yours,

George F. Ferris

GFF/a

DeLONG CORPORATION
103 COLUMBIA AVE. ◇ P. O. BOX 330
ASTORIA, OREGON
TELEPHONE { AREA CODE 503
FAirfax 5-3564

August 3, 1964

Raymond International, Inc.
P. O. Box 608
Astoria, Oregon

ATTENTION: Mr. Arthur Fertell

Gentlemen:

Pursuant to your request, we make available to you, beginning as of July 15, 1964, that part of the premises licensed to us at the Tongue Point Naval Station at Astoria, Oregon, which you require for use in connection with your work on the Astoria-Megler Bridge. This site will be available to you during the term of our license and extentions thereof. You will reimburse us for the site rental on a pro rata basis.

We will continue to use part of the premises ourselves in connection with work required under our equipment lease with you until the completion of your work and our demobilization.

Very truly yours,

DE LONG CORPORATION

Colonel L. B. DeLong
President

LBD/cfm

DeLong Corporation
100 COLUMBIA AVE. P. O. BOX 330
ASTORIA, OREGON
TELEPHONE { AREA CODE 503 / FAirfax 5-3564

August 3, 1964

Raymond International, Inc.
P. O. Box [illegible]
Astoria, Oregon

ATTENTION: Mr. Arthur Fertall

Gentlemen:

Pursuant to our agreement of June 23, 1964, we hereby turn over to your the following materials:

1. All steel forms for pre-cast piers.
2. All steel forms for pre-cast caps.
3. All steel forms for Pier 169 shafts.
4. All steel forms and supporting steel beams for box girder soffitt of Pier 169.
5. Lifting spider attachment to precast shells for precast shell placing operations.
6. Structural steel skirts cut for Pier 5 shells.
7. Jigs and bases for fabrication of reinforcing steel cage.

These materials are turned over to you at their present location on an as is and where is basis.

Very truly yours,

DE LONG CORPORATION

Colonel L. B. DeLong
President

LBD/efm

RECEIVED
AUG 1 2 1964
FOR FILING

646-7

August 12, 1964

Raymond International, Inc.
140 Cedar Street
New York, New York

Re: Columbia River Bridge
Astoria Oregon-Pt. Ellice, Wn.
Substructure for Steel Span
Contract #6467

Gentlemen:

As you know the above contract was awarded to your firm conditioned upon certain listed material and equipment being available to you at no additional cost to the State of Oregon.

By letter of August 7, 1964, copy attached, your project manager has confirmed that such space, material and equipment is in the process of transfer from the former contractor to your company. His letter, I believe you will agree, is somewhat less than definite with respect to the assurances upon which the award of the contract was conditioned.

May we hear from you in this regard.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ-GER:hg:jf
Enclosure
cc: Mr. Arthur Fertell
Mr. R. L. Porter
Mr. Robert Ellison
Mr. Ivan Merchant
L.I. Lindas

FORM E-30 90M 3-63 49907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
7August 1964

RECEIVED
AUG 10 1964

SUBJECT: Columbia River Bridge at Astoria
Completion of Piers
Bridge No. 7949
Contract 6467
Acquisition of Work Area, Materials, Etc.

To: L. I. Lindas
Chief Counsel
Salem, Oregon

As per your request, I transmit herewith a letter from Raymond International, Prime Contractor on the subject Project, stating that the work area at Tongue Point as well as the materials and equipment set forth in the Supplemental Special Provisions are being turned over to them as is, where is.

Some reservation as to title and prior rights is indicated.

R.W. Ellison
R. W. ELLISON
Project Bridge Engineer

RWE:her
cc: I. D. Merchant w/copy
A. A. Rear
R. D. Asburry

RETURNED 8-10-64
TO Bea
FOR Astoria Bridge File
LEONARD I. LINDAS
File Under Raymond
Int'l file –

P. O. BOX 868

TELEPHONE 325-2066

RAYMOND
INTERNATIONAL INC.

129 W. BOND STREET ASTORIA, OREGON

August 7, 1964

OREGON STATE HIGHWAY DEPT.
RECEIVED
ROUTING
AUG 7 1964
ASTORIA
BRIDGE
OFFICE
NOTED BY
F
C

Mr. Robert W. Ellison
Resident Engineer
Oregon State Highway Dept.
P.O. Box 686
Astoria, Oregon

Dear Sir:

In accordance with your request at our meeting in Salem on Monday, July 27, 1964, we confirm that space at Tongue Point, the equipment and materials, set forth in the Supplemental Special Provisions, Pages 2, 3, and 4, as being available to us at no cost, are in fact, at the present time, being turned over to us on an as is where is basis.

Please understand that we have only ascertained that these items are being made available to us by those presently in possession and control. We have not, and do not, make any representation with regard to title or the existence of any prior rights of other parties which could result in additional cost or that the present turnover will continue.

Yours very truly,

RAYMOND INTERNATIONAL INC.

Arthur Fertell

Arthur Fertell
Project Manager

AF:mv

cc: G. F. Ferris
H. A. Federa
Cliff Scott

RECEIVED
AUG 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SA[redacted]O

Astoria, Oregon
12 August 1964

Columbia River Bridge at Astoria
Completion of Piers
Bridge No. 7949
Contract 6467
Pier 169
Alternate Seal removal

Raymond International Inc.
P.O. Box 868
Astoria, Oregon

Attention: Mr. Arthur Fertell

I return herewith two copies of the details prepared by Mueser-Rutledge-Wentworth and Johnston for proposed alternate remedial measures for the seals at Pier 169 of the subject project.

The proposal has been considered and is not acceptable to the State. The State desires that the remedial measures outlined in the Plans and Specifications for the completion of the piers be complied with; i.e., the removing of the material to -65, with certain exceptions, and the replacement with sound concrete.

R.W. Ellison
R. W. Ellison
Project Bridge Engineer

RWE:her
cc: P. M. Stephenson
I. D. Merchant
L. I. Lindas
R. D. Asburry
A. A. Rear
R. C. Poel

RECEIVED
AUG 14 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
AUG 12 1964
FOR FILING

6-16

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 11, 1964

Raymond International, Inc.
140 Cedar Street
New York, New York

Gentlemen:

Columbia River Bridge
Completion for Substructure for
Steel Spans
Contract No. 6467
Bridge No. 7949

This is to confirm the verbal agreement made this date that the beginning date for completion time limits for all units of Contract No. 6467 will begin on July 27, 1964.

Very truly yours,

L. I. Lindas
Chief Counsel

IDM/mm

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. P. M. Stephenson
Mr. Floyd Query ✓
Mr. R. W. Ellison
Mr. Ivan D. Merchant

Oc please note & pass on to D Cook
FC

NOTED
FLOYD QUERY

FILED ON CARD
dc

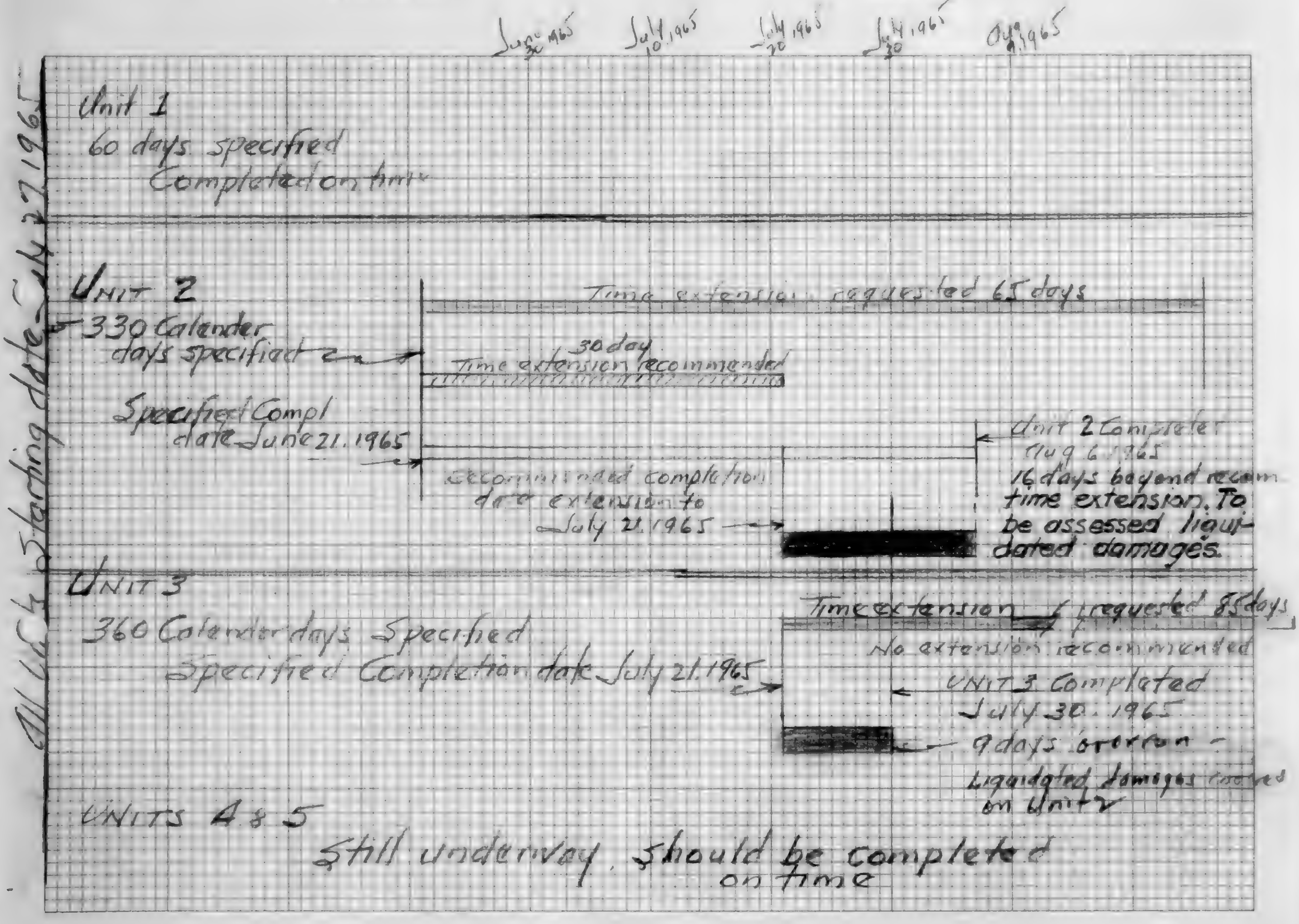
NOTED
C. W. HEAD

DJ RECEIVED
OCT 1 - 1965
FOR FILING
U-F-003-1 (14)
6461

[illegible], Bridge piles

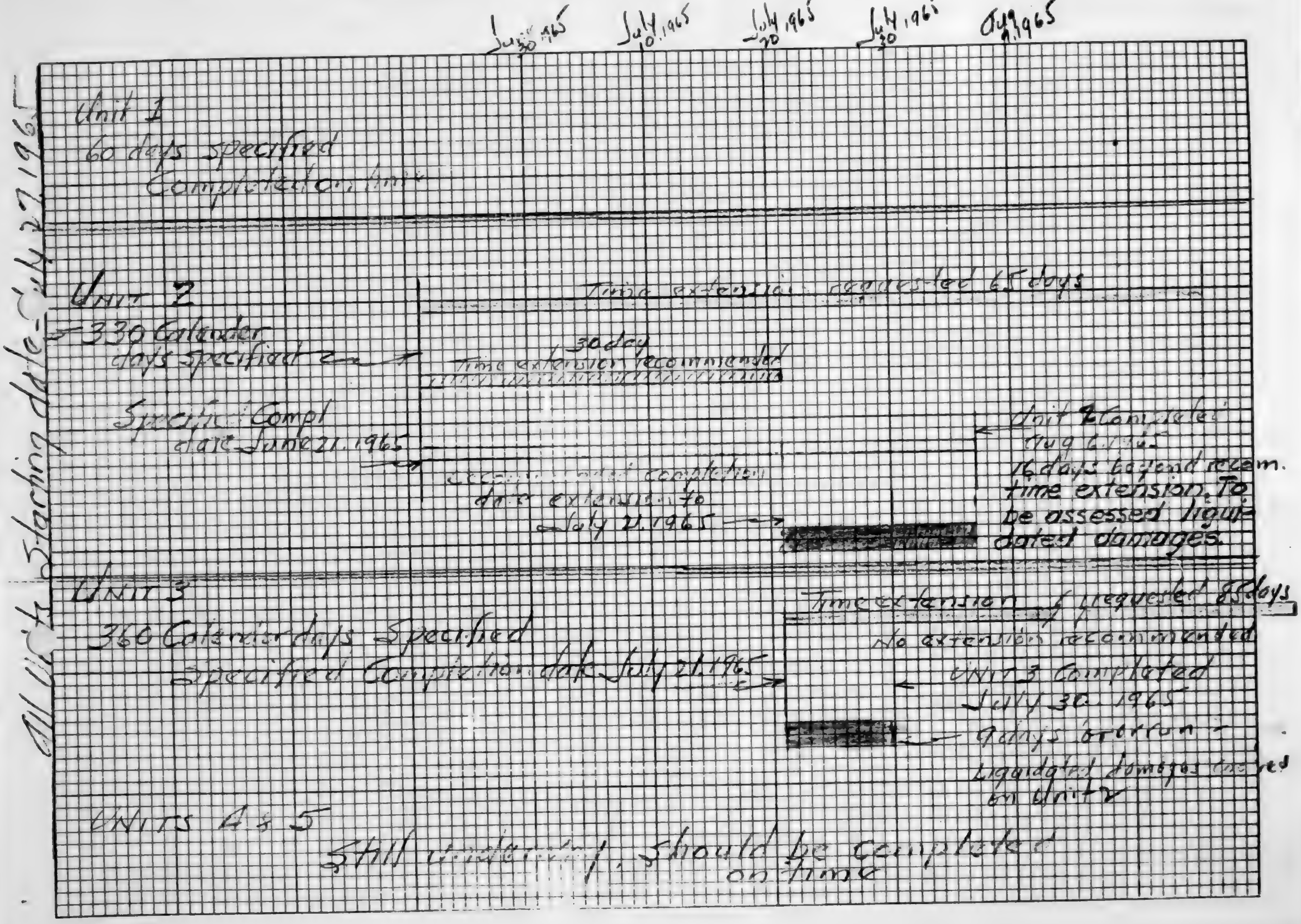
8-10-64	Pier 19 - Decision Reversal	0.5
~~11-4~~ & 11-11 to 11-14	Pier 7 High piles	5.0
11-17-64	Pier 6 Re position Equip.	0.5
11-24-64	Pier 6 - Reject false Pile	0.5
11-27 to 12-3	Pier 6 High piles	7.0
1-19 & 1-20 & 3-1 & 3-2	Reexcavate Pier 7	4.0
3-4-65	Cut off false Pile @ Pier 7	0.5
3-5 to 3-8	difficulty in setting Pier 7	4.0
4-11	search for High Pile @ Pier 10	0.5
4-13	false piles @ Pier 10	1.0
4-21	Cutoff piles @ Pier 9	0.5
5-18 to 6-5	Tramie difficulties @ 10	6.0
		30.00

20.5


All Work Starting date July 27 1965
June 30 1965
July 10, 1965
July 20 1965
July 30 1965
Aug 9, 1965
Unit 1
60 days specified
Completed on time
UNIT 2
330 Calender days specified
Specified Compl date June 21. 1965
Time extension requested 65 days
30 day Time extension recommended
Recommended completion date extension to July 21. 1965
Unit 2 Completed Aug 6. 1965
16 days beyond recom time extension. To be assessed liquidated damages.
UNIT 3
360 Calender days Specified
Specified Completion date July 21. 1965
Time extension requested 85 days
No extension recommended
UNIT 3 Completed July 30. 1965
9 days overrun -
Liquidated damages assessed on Unit 2
UNITS 4 & 5
Still underway. Should be completed on time

BRUNING 700-10
10 X 10 TO THE INCH

CHARLES BRUNING COMPANY, Inc.
MADE IN U.S.A.



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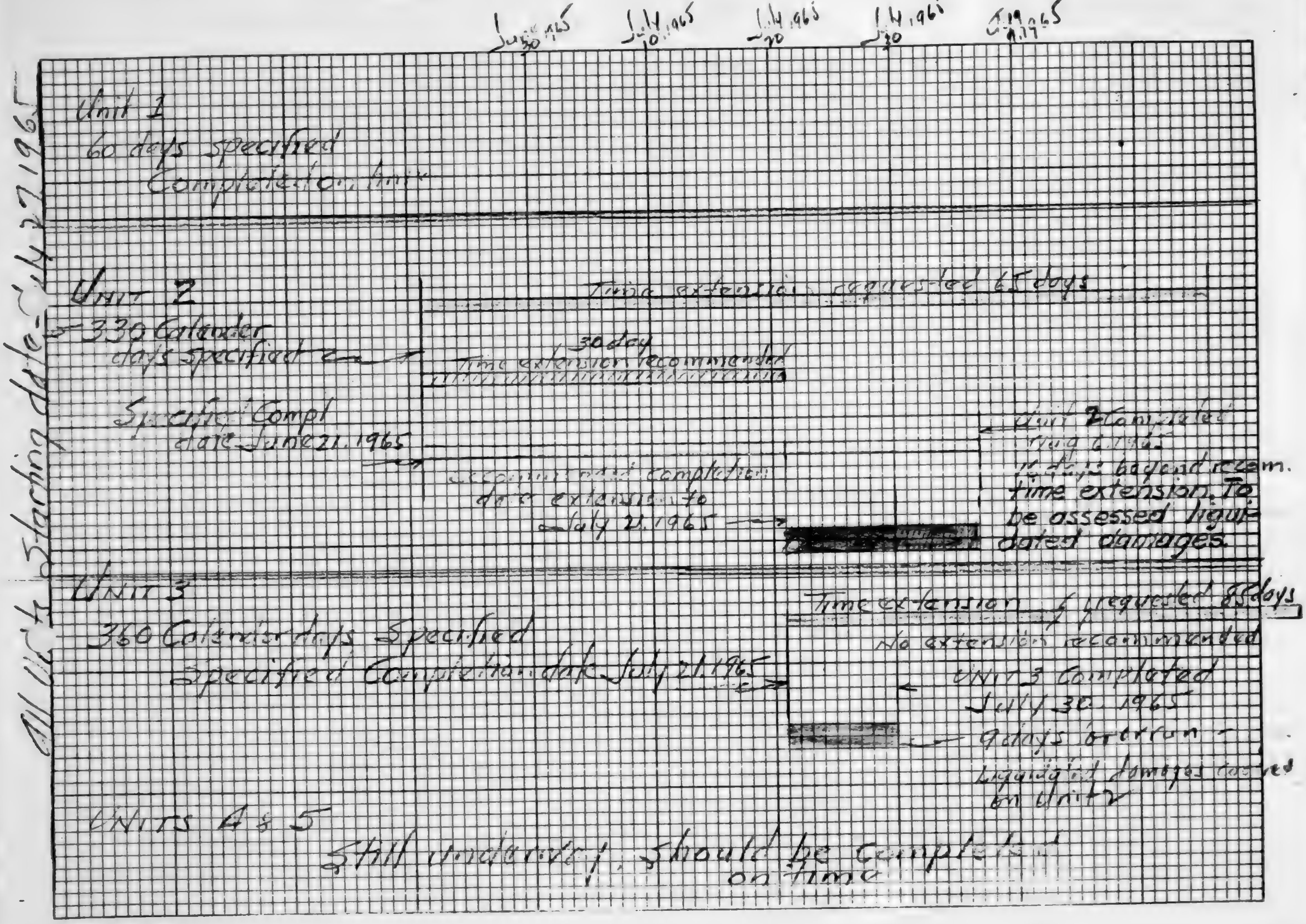
MADE IN U.S.A.



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330 Calendar
days specified
Specified Compl
date June 21, 1965

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recommended completion
date extension to
July 21, 1965

Unit 2 Completed
Aug [illegible]
[illegible] days beyond recom.
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Specified Completion date July 21 1965

Time extension requested 85 days
No extension recommended

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July 30 1965
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Liquidated damages covered
on Unit 2

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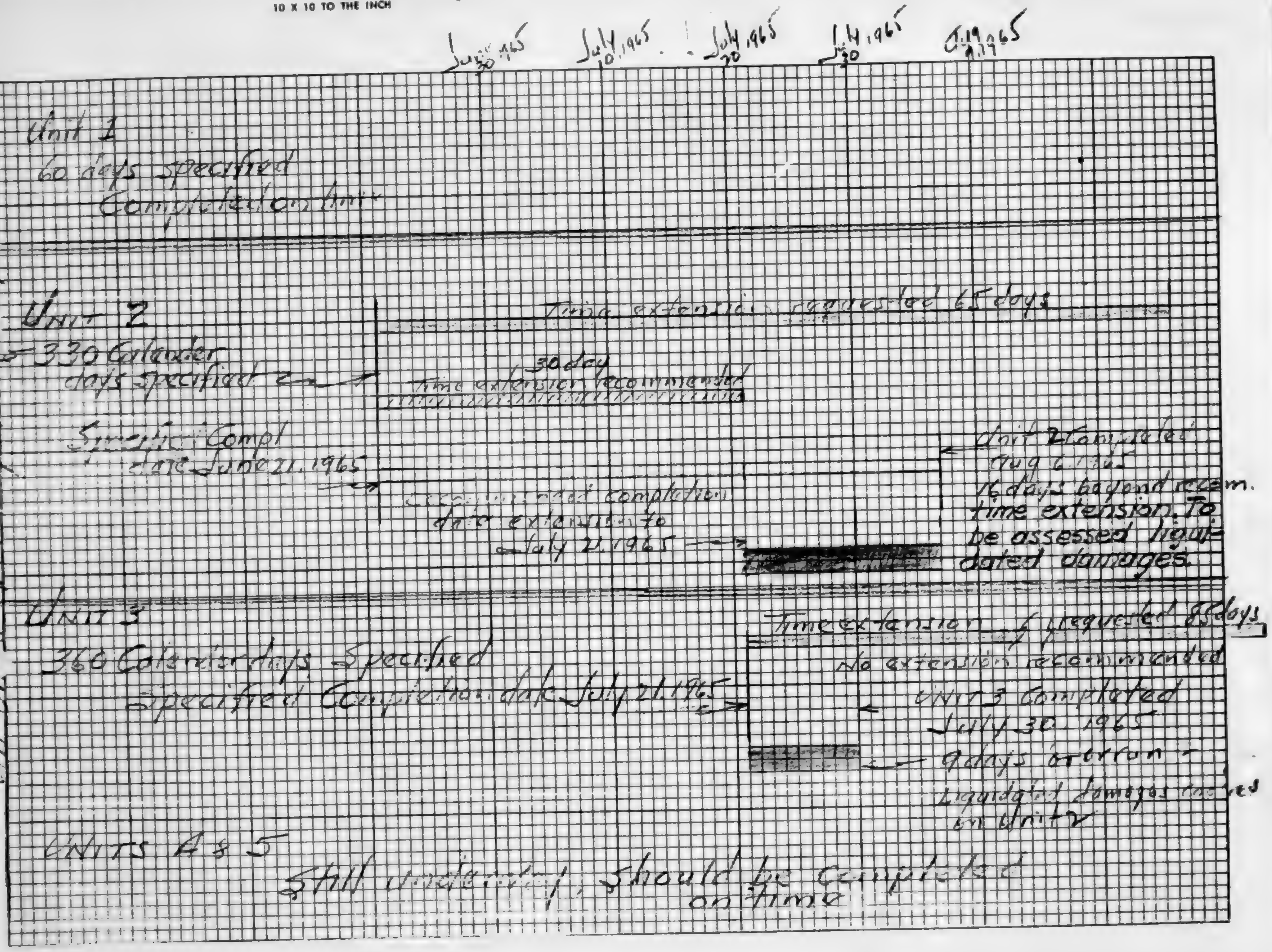

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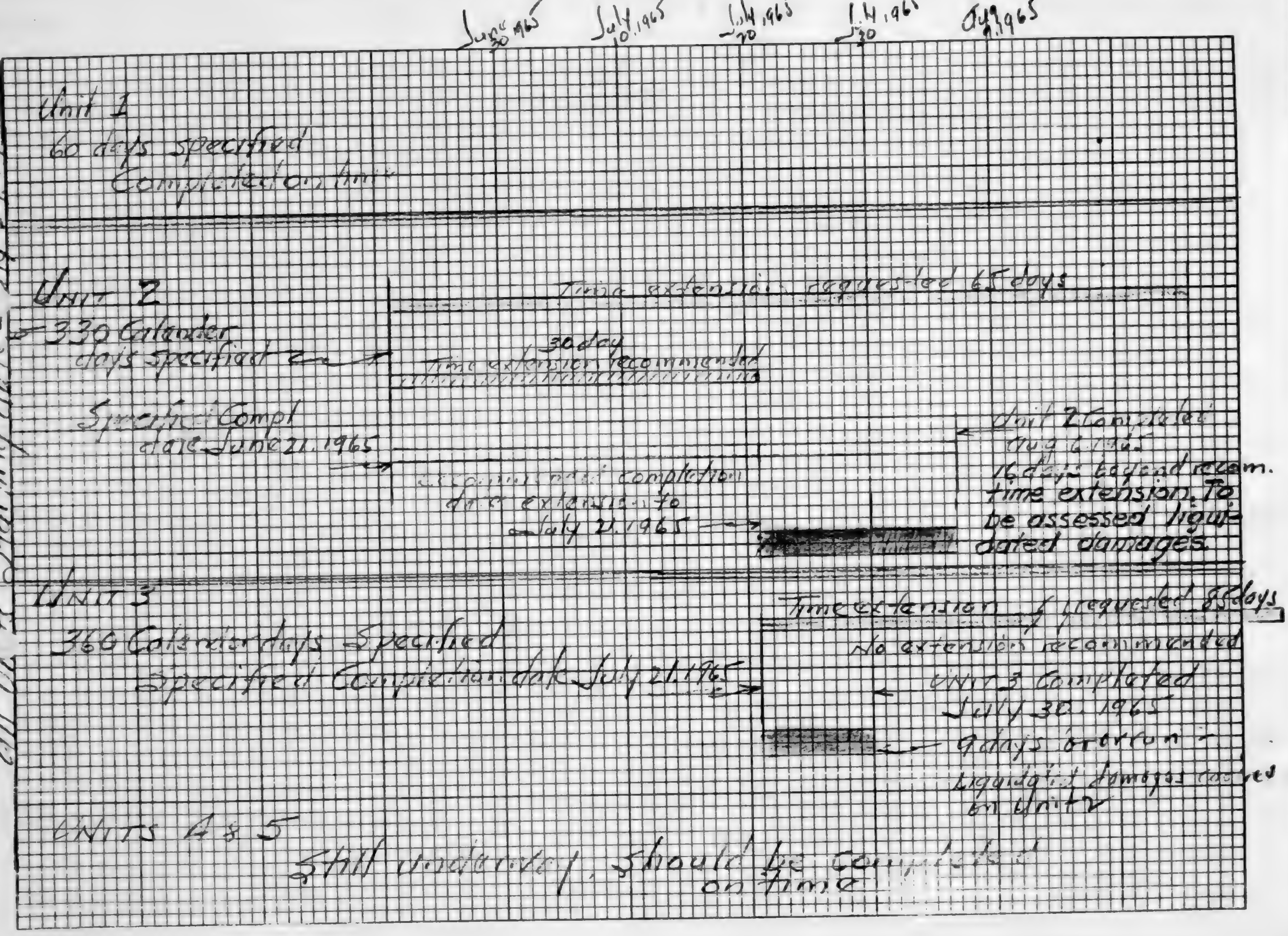
Time extension of requested 85 days
No extension recommended
Unit 3 completed July 30 1965
9 days overrun – Liquidated damages waived on Unit 2

Units 4 & 5
Still underway, should be completed on time

All Units Starting date July 27 1965



BRUNING 700-10
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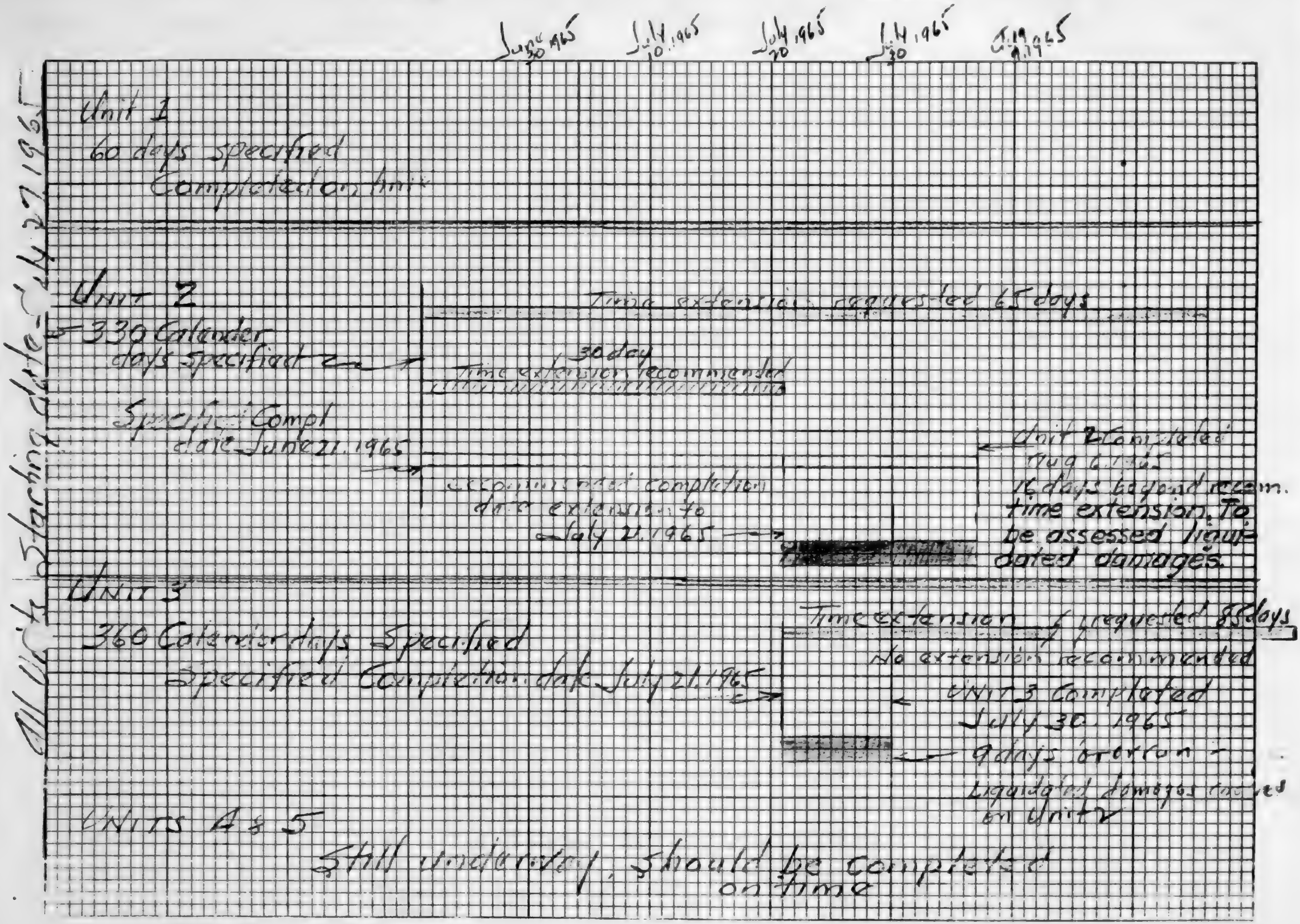
MADE IN U. S. A.

All Units Starting date - July 27 1965



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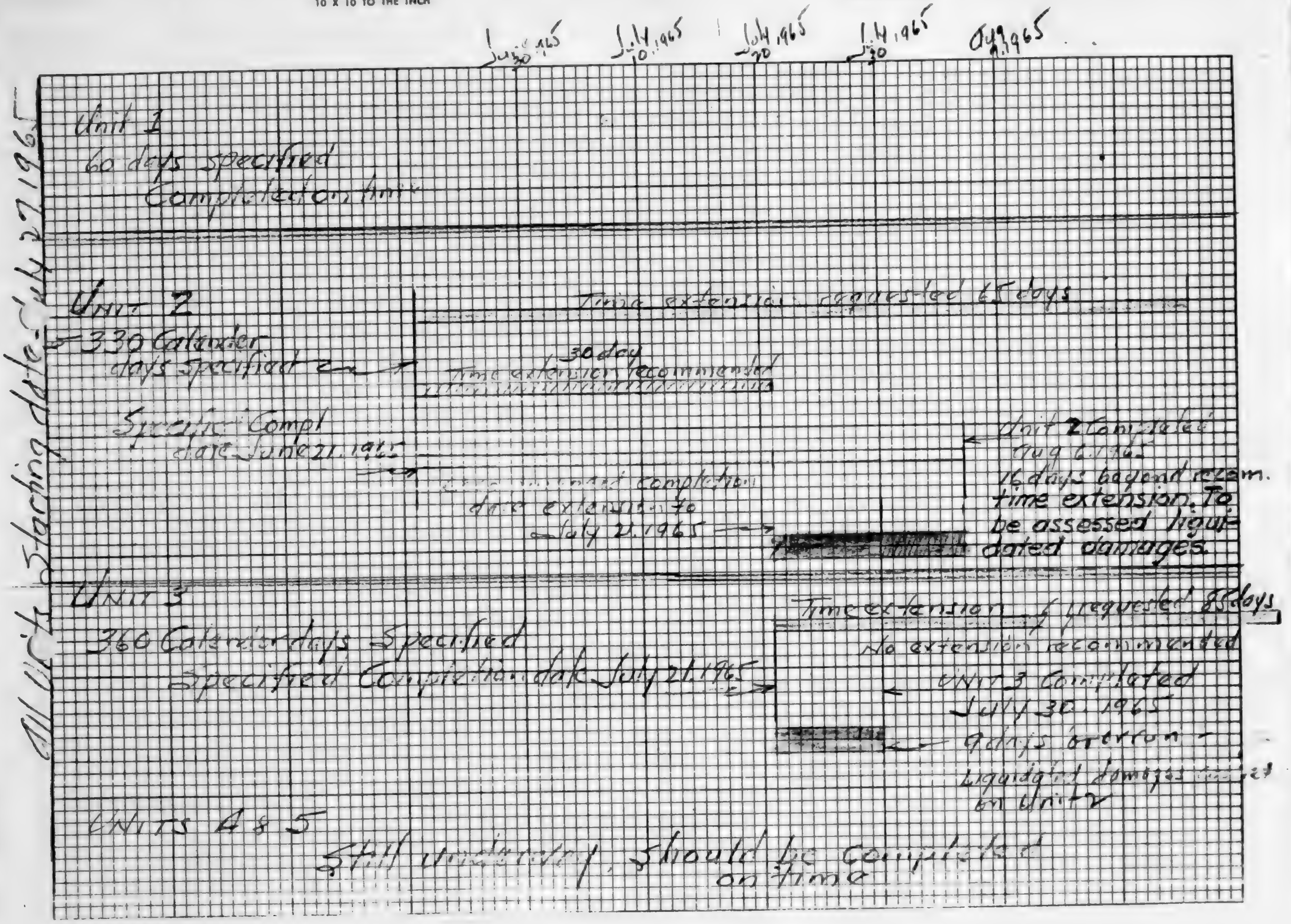

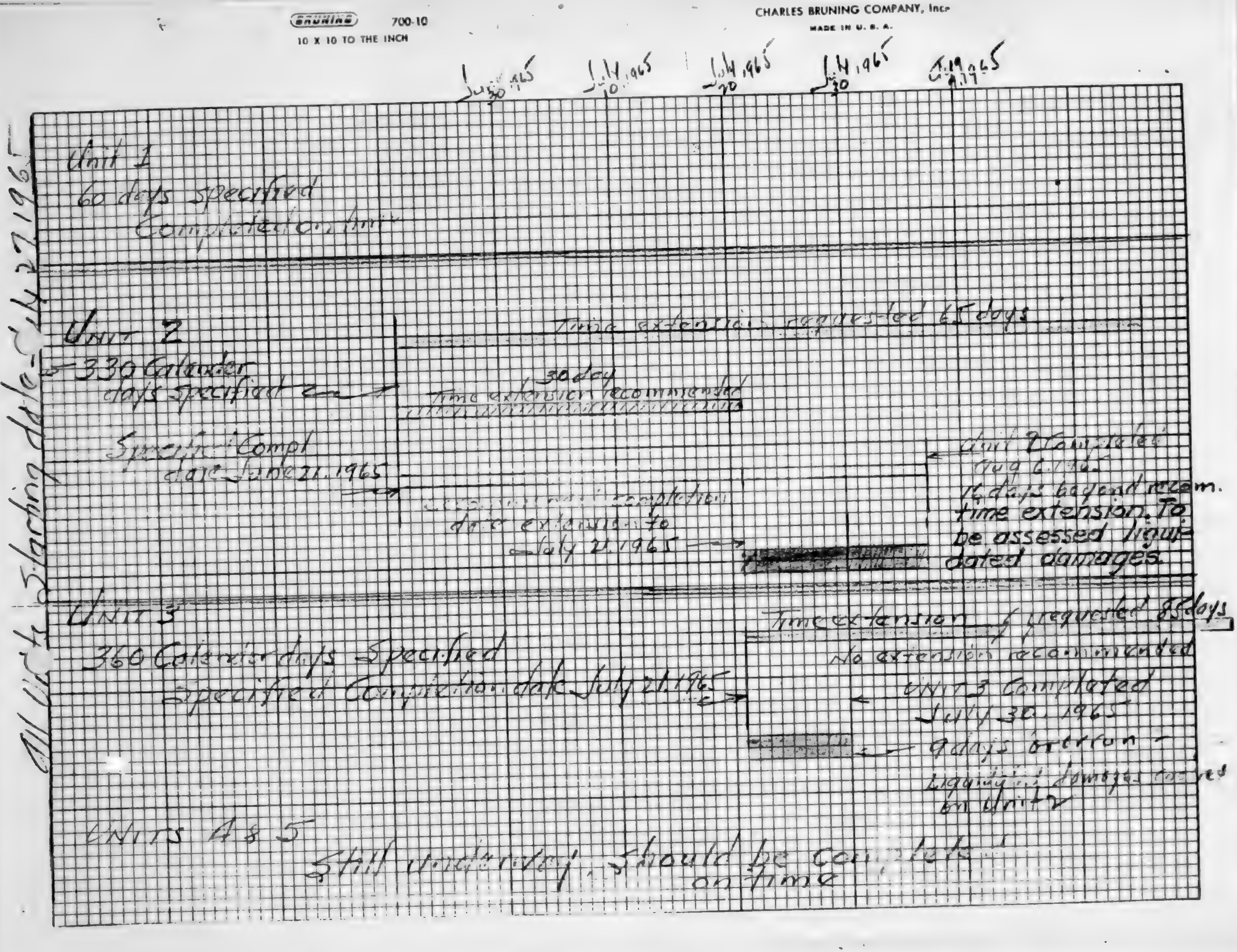

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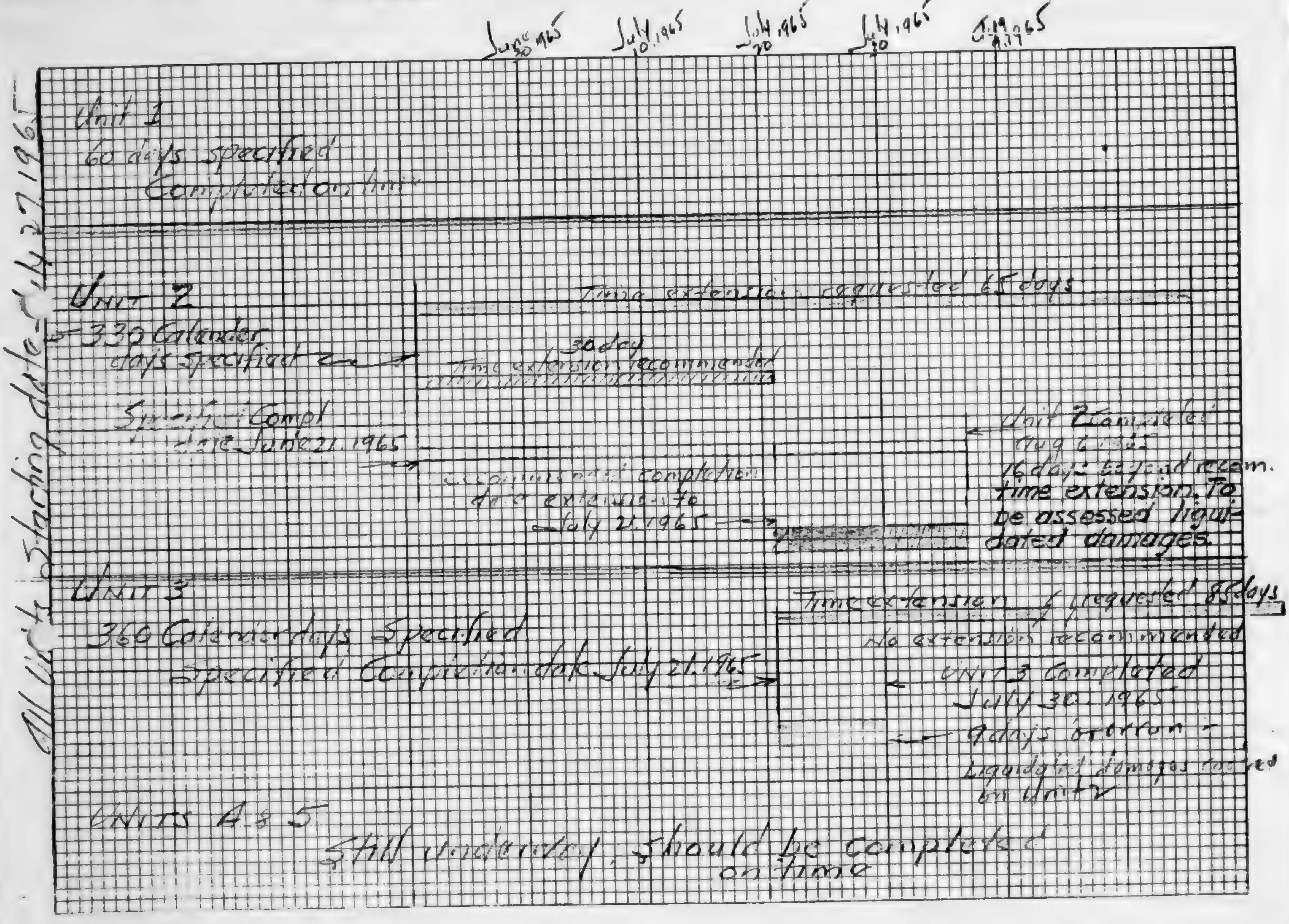

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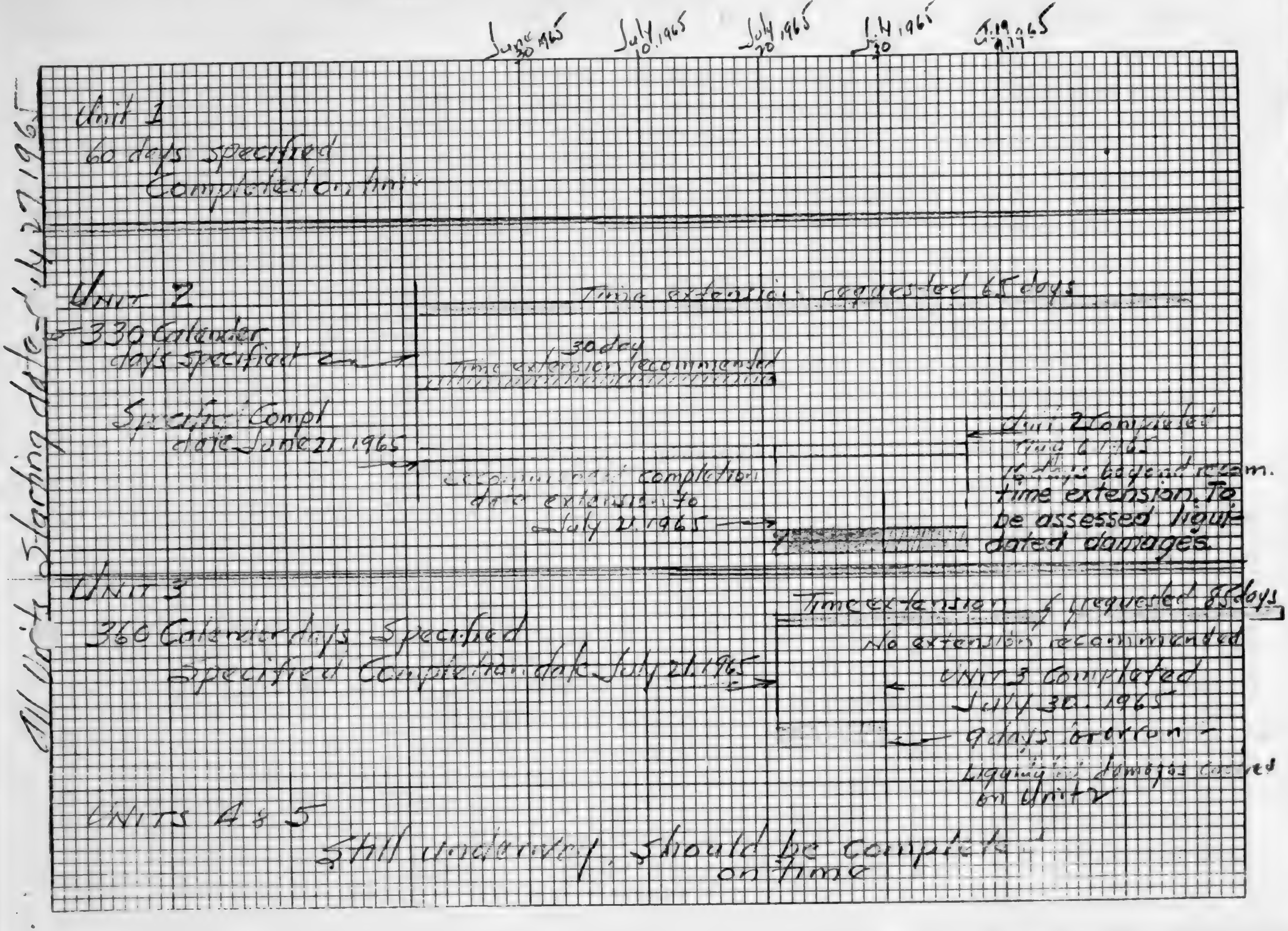

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9 days overrun
Liquidated damages [illegible] on Unit 2

Units 4 & 5
Still underway / should be complete on time

FORM K-30K—50M—12-63 84677

FOR FILING

646-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1964

SUBJECT: Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. 6467
Completion of Piers
Alternate Proposed Remedial Measures

To:

Mr. R. W. Ellison
Project Bridge Engineer
Oregon State Highway Dept.
P. O. Box 686
Astoria, Oregon

Your letter of July 29 transmitted five copies of details prepared by Mueser-Rutledge-Wentworth & Johnston of proposed alternate remedial measures for Pier 169 seals.

The proposal has been considered and is not acceptable to the State. The State desires that the remedial measures outlined in the plans and specifications for the completion of the piers be complied with;i.e., the removing of the material to -65, with certain exceptions, and the replacment with sound concrete.

I am enclosing four copies of the contractors proposal and retaining one for our file use.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. P. M. Stephenson ✓
Mr. L. I. Lindas
Mr. Ray Asburry
Mr. E. G. Ricketts

NOTED
P. M. STEPHENSON

RECEIVED
AUG 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 31 1964

FOR FILING

BEN C. GERWICK, INC.

755 SANSOME STREET, SAN FRANCISCO 11

August 4, 1964

Raymond International
P. O. Box 368
Astoria, Oregon

Gentlemen:

We understand that you have been awarded the contract for completion of the piers in the north and south channel sections of the Astoria Bridge.

Piers 5 - 20 inclusive are bell-type piers being built in accordance with our agreement with the State of Oregon under U. S. Patent No. 2,912,828.

We refer you to Page 4 of the original Special Provisions of the Specifications wherein it states that the contractor may acquire a license for the construction of these particular piers at the rate of $100 per pier, which in this case amounts to $1600 total.

If you will send us your purchase order or letter of request, we will prepare and issue you a license for these specific piers.

Very truly yours,

BEN C. GERWICK, INC.

Ben C. Gerwick, Jr.
President

/db

cc: Flehr and Swain, San Francisco
State of Oregon, Bridge Department - Attn: Mr. Stevenson

C O P Y

D Cook

FORM E-123X

RECEIVED
AUG 5 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

U-F 003-1(14)

6467

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 3, 1964

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Columbia River Bridge Piers
Contract No. 6467
Federal Aid Project No. U-F-003-1(14)

Raymond International, Inc., started work on this project on July 30, 1964.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: C.W. Maison
L.E. Young
D.H. Parkes
Floyd Query

NOTED
FLOYD QUERY

A

RECEIVED
JUL 27 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

[illegible]

6467

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 27, 1964

AIRMAIL

Raymond International Inc.
140 Cedar Street
New York 6
N. Y.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6467, awarded July 13, 1964 for completion of substructure for steel spans on the Columbia River Bridge on US 101 in Clatsop (Ore.)-Pacific (Wn.) Counties.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

A

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JUL 28 1964

11-E 003 (1M)

1 11. 1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 27, 1964
Salem, Oregon

SUBJECT:

To: MEMO TO FILE

A conference was held at 10 a.m. on this date relative to the Raymond International contract for completing the bridge piers at Astoria. The following persons represented Raymond International:

Geo. Ferris, Chairman of the Board
Art Fertal, Project Manager on the Contract
Gene Alley, Portland Representative

The Highway Department was represented by:

Forrest Cooper, State Highway Engineer
R. L. Porter, Deputy State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
I. D. Merchant, Bridge Engineer

Mr. Lindas inquired of Mr. Ferris as to whether Raymond International had as yet a definite understanding with the DeLong Corporation relative to the use of their equipment, materials and wharf area at Astoria. Mr. Ferris replied that most of the items had been worked out and that he expected to have final agreement with DeLong Corporation in the next few days. This will remove the necessity for the State to make any of the arrangements for securing these materials and equipment under Alternate "A".

Mr. Ferris inquired as to whether there would be any objection to Raymond International hiring one John Paul Jones (the son-in-law of Col. DeLong) to operate the DeLong barges. The matter was discussed at some length, particularly in light of the statement made at a previous meeting that should Raymond Internation be awarded the contract, they hoped to make use of the DeLong employee who was responsible for this activity but it was not revealed that he was a relative of Col. DeLong. After a telephone conversation between I. D. Merchant and Bob Ellison, it was stated that the Highway Department would offer no objection to this man's being employed in this capacity. Mr. Ferris stated that the man would not be a supervisor, would not be administering any feature of the work, but was used simply because of his knowledge of the equipment and its operation.

Mr. Ferris asked the question as to what the State's position would be in case substantial erosion occurred in the vicinity of any of the piers that they were constructing. Mr. Cooper answered quite emphatically that erosion problems are the contractor's responsibility up to the point where the piers are finished and accepted by the State. The State will assume no responsibility or expense prior to this time.

Mr. Ferris raised the question as to insurance, not only on the work that they are doing under the contract, but also on the work partially completed by the DeLong Corporation. Due to the cancellation of the DeLong contract, certain items of uncompleted work are not covered by insurance of any kind. It was agreed that Raymond International would ask for quotes on insurance to cover not only their work but also the uncompleted DeLong work, and the State would give consideration to picking up the difference in premium.

Mr. Cooper asked the question as to when Raymond International would start work and the reply was, almost immediately. I take it that this would mean in less than ten days.

Discussion was had relative to the length of time for delivery of the contract to Raymond International, Inc., for execution. State followed the normal practice of sending the contracts by surface mail which involved the best part of a week, whereas airmail could have been used in this instance. In order to remove any item of doubt and any possible controversy, it was mutually agreed that the day count would begin on July 27, 1964.

R L Porter

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
P. M. Stephenson
L. I. Lindas
I. D. Merchant

RECEIVED
JUL 23 1964
FOR FILING

6467

July 23, 1964

AIR MAIL
Raymond International, Inc.
140 Cedar Street
New York 6, New York

Gentlemen:

Attached are two copies of a summary of your meeting with State Highway Department officials in Salem on July 1.

At this meeting, you were advised that a copy would be sent to you for your information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn
Attachment (2)

MEETING WITH J. H. POMEROY CO., INC., PETER KIEWIT SONS' CO. & BEN C. GERWICK, INC., REGARDING THEIR BID FOR COMPLETION OF SUBSTRUCTURE FOR STEEL SPANS ON THE BRIDGE AT ASTORIA.

July 1, 1964

At 2:00 p.m., Wednesday, July 1, 1964, a meeting was held in Room 138 of the State Highway Building, Salem, at the request of the State Highway Commission concerning the bid received June 24, 1964, from J. H. Pomeroy Co., Inc., Peter Kiewit Sons' Co. & Ben C. Gerwick, Inc., San Francisco, California, for completion of the substructure for steel spans on the bridge at Astoria.

Representing the contractor were Mr. Bob Pomeroy; Mr. Ben Gerwick; Mr. Ivan Breunsbach of Peter Kiewit Sons' Co.; and Mr. C. W. Maxheimer, Attorney with J. H. Pomeroy & Co., Inc.

Representing the State Highway Commission were Mr. Forrest Cooper, State Highway Engineer; Mr. P. M. Stephenson, Assistant State Highway Engineer; Mr. Ivan Merchant, Bridge Engineer; Mr. G. S. Paxson, Retired Deputy State Highway Engineer; Mr. L. I. Lindas, Chief Counsel; Mr. George E. Rohde, Assistant Chief Counsel; Mr. Floyd Query, Secretary; and Miss Frances Neavoll, Stenographer.

Mr. Lindas inquired if the contractor's bid reflected an item for scour control during the construction period. The contractor replied that it did.

Lindas then asked if the contractor felt that the construction could be completed according to the plans, and if the plans are adequate. The contractor replied that they believe the plans are adequate.

Lindas asked if they had made a complete site examination. The contractor replied that two examinations had been made - first, before they bid the project on June 27, 1962; and then again prior to the opening of bids on June 24, 1964.

In reply to Lindas' question as to who did the estimating, the contractor said that the Kiewit Co. had made an estimate and Pomeroy & Gerwick had also made an estimate.

In response to Lindas' question as to whether the project engineer at the bridge site had been consulted the contractor said that he had.

Lindas asked if they are familiar with the core samples taken from Pier 169. The contractor replied that they had examined them.

Lindas then asked if the contractor had conferred with DeLong Corporation. The contractor replied "No".

Lindas then inquired if any members of the contractor's companies had made any agreement with DeLong Corporation concerning construction of the bridge piers. The contractor replied that none had been made. Mr. Ben Gerwick recalled that in a telephone conversation with DeLong, DeLong had expressed the hope that the contractor would not get hurt if awarded the contract, and that he also observed that they (DeLong) hoped to delay or hurt the State as much as possible.

If awarded the contract, Lindas asked who the contractor intended to use as supervisors and what rate of pour was anticipated in Piers 168 and

169. Mr. Gerwick replied that they have their own supervisory personnel who are experienced in tremie pour, and that they expect to pour at a rate near 80 cu. yds. per hour.

In response to Lindas' question as to whether they had had experience in placing bell-type piers, the contractor replied that they had.

Concerning litigation between the State and DeLong, Lindas asked if any of the contractor's organizations or officials have any working agreement or connection with the DeLong Corporation at this time. Mr. Pomeroy replied that his company had none; Mr. Gerwick also replied negatively; Mr. Breunsbach said that his company at one time had a joint venture with DeLong.

Lindas then inquired if the firm of Meuser, Proctor, Rutledge, et al., is in any way connected as a consultant or otherwise with the contractor. The reply was negative.

Lindas then asked if the contractor at any time had discussed with or been consulted by the DeLong Corporation concerning the litigation between DeLong and the State. The contractor replied "No".

In response to Lindas' question as to whether the contractor or any of his representatives had discussed the litigation with any of DeLong's representatives, or other consultants, or the bonding company, the contractor replied "No".

In answer to Lindas' question as to who would be the contractor's surety, the contractor replied that for Pomeroy & Gerwick it would be North American Insurance Company, and for Peter Kiewit Sons' Co. it would be Aetna Casualty & Surety Co.

Lindas then asked if The Travelers Indemnity Company would have any connection with the performance bond. The contractor replied that there would be no connection.

In response to Lindas' inquiry as to whether any arrangements had been made with the DeLong Corporation concerning construction of the bridge piers, the contractor replied that none had been made.

Lindas asked if the DeLong Corporation, as an undisclosed principal, a silent partner, a joint adventurer, or in any capacity, has any arrangements with the contractor or the officials thereof in the performance of the contract or the furnishing of equipment should the contract be awarded to them. The contractor replied "No".

In answer to Lindas' question as to whether DeLong had ever worked for the contractor in any capacity, the contractor replied that he had not.

Lindas then asked if any subsidiaries, affiliates, or associated companies of the contractor had ever had any financial dealings with DeLong. The answer was "No".

Lindas asked if DeLong or any of his officials owned or controlled any stock in the contractor's companies. The answer was "No".

A negative reply was made to Lindas' question as to whether the contractor's organization or officials have any working agreement or connection with the DeLong Corporation at this time.

The reply was also negative to Lindas' inquiry as to whether any joint ventures with DeLong are in prospect at this time.

Mr. Cooper then commented that the contractor is undoubtedly familiar with the project and he inquired if the contractor has any doubts or reservations as to the accuracy of the plans and specifications. The contractor replied that they are satisfied with the plans and specifications.

Mr. Lindas stated that the Highway Commission has the responsibility for awarding the contract and they want to be sure that the contractor is not acting as a front for the DeLong Corporation, and that there are no undercover agreements or arrangements with DeLong. The purpose of the bids received on June 24, 1964, is to complete the structure. The contractor replied that they have no arrangements of any kind with DeLong. The contractor did comment that Mr. Turner, who was talking to Lew Nichols of Washington, had indicated that Nichols in his conversation had indicated that DeLong was planning on going back to work on the Astoria job.

The feeling was expressed by the contractor that there must be some sort of working arrangement between Raymond International, Inc., and the DeLong Corporation.

Mr. Stephenson inquired as to the proposed method for removal of the bad concrete in Pier 169. Mr. Breunsbach and Mr. Pomeroy outlined briefly some procedures which might allow the salvage of possible good concrete.

Concerning the core drills in Pier 169, Mr. Paxson emphasized that the material shown by the samples reflected only the material where drilled and not the entire area.

Mr. Gerwick and Mr. Pomeroy also outlined the handling of scour control at Pier 168 and provisions made for lateral stability.

There was some further discussion on an informal basis concerning proposed methods of performing the work and the possible relationship between Raymond International, Inc., and the DeLong Corporation.

Prepared by:

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Astoria Bridge

RECEIVED
JUL 9 1964
FOR FILING
[illegible]
3.
6467

2 P.M.

July 1, 1964, meeting with J.H. Pomeroy Co., Inc., Peter Kiewit Sons' Co., and Ben C. Gerwick, Inc., San Francisco, California

Present were Mr. Pomeroy, Mr. Gerwick, Mr. Ivan Brunsbach of Peter Kiewit Sons' Co. and Mr. Maxheimer (attorney)

Mr. Lindas: Does your bid reflect an item for scour control during the construction period?

PGK Yes

Mr. Lindas: Since reviewing the plans, designs and specification, do you feel you can complete the pier construction in accordance with those plans? (adequate for that purpose)

PGK We believe they are adequate.

Mr. Lindas: Did you make a complete site examination?

PGK We made two. First time we bid it, and then second time.

Mr. Lindas: Who did your estimating?

PGK Kiewit made a complete estimate; and Pomeroy-Gerwick made a complete estimate.

Mr. Lindas: Did you consult with our Project Engineer at the site?

PGK Yes, we certainly have

Mr. Lindas: Did you become familiar with the core of 169?

PGK Yes, we did

Mr. Lindas: Did you confer with DeLong Corporation?

PGK No

Mr. Lindas: Has your company or officials or members thereof, made an agreement with DeLong concerning construction of bridge piers?

PGK No sir

J.H.Pomeroy & Co.,Inc.

CONTRACTORS - ENGINEERS

C. WILLIAM MAXEINER
SENIOR VICE PRESIDENT

YUKON 2-7500
755 SANSOME STREET
SAN FRANCISCO 11

Ben Gerwick: Non-commital telephone call - DeLong hoped they (PGK) would not get hurt. They also said they hoped to delay the State.

Mr. Lindas: Seal 169 went bad - if contract should be awarded to you, who do you intend to use to supervise? What is the rate of power you anticipate in construction of 168-169?

Mr. Gerwick: Complete supervisory force. Personnel that work with company. Rate of power - capacity in excess of 100 yds. an hour. Available 89 yds. an hour - main part of core.

Mr. Lindas: You have had experience in placing bell type piers?

PGK Yes.

Mr. Lindas: There is litigation involved between the original contract with DeLong, has your organization or officials thereof, have any working agreement or connection with the DeLong Corp. at this time?

Mr. Pomeroy: No.

Mr. Gerwick: No.

Mr. I van Brunsbach: We were in a joint venture with DeLong.

Mr. Lindas: Is the firm of Meuser, Proctor, Rutledge, et al., in any way connected as a consultant or otherwise with your company?

PGK No.

Mr. Lindas: Have you at any time discussed with or been consulted by DeLong Corp. concerning the litigation between DeLong and the Hwy. Commission?

PGK No.

Mr. Lindas: Have you discussed it with any of DeLong's legal, engineering, or other consultants or bonding company?

PGK No

Mr. Lindas: Who is your surety?

PGK Pomeroy and Gerwick - surety is North American Ins. Co
Kiewit - surety is Aetna

Mr. Lindas: Travelers would have no connection with performance bond?

PGK No. connection.

Mr. Lindas: Has your company, or any officials or members thereof, made any arrangements with the De Long Corp. concerning the construction of the bridge piers?

PGK No.

Mr. Lindas: Will the De Long Corp. either as an undisclosed principal, a silent partner, a joint adventurer, or in any capacity, have any arrangements with your company, or the officials thereof, in the performance of your contract or the furnishing of equipment, should the Commission award to you?

PGK No, sir.

Mr. Lindas: Has De Long ever worked for you or any of its subsidiaries, affiliates or associated companies in any capacity?

PGK No

Mr. Lindas: Has any of your subsidiaries, affiliate, or associated companies ever had any financial dealings with De Long?

PGK No.

Mr. Brunsbach of Kiewit: Yes

Mr. Lindas: Does Delong or officials thereof have or control any stock in your organization?

PGK: No.

Mr. Lindas: Does your organization or officials thereof, have any working agreement or connection with the De Long Corp. at this time?

PGK No

Mr. Lindas: Immediate future dealings re joint venture with De Long

PGK No.

Mr. Cooper: Your company is truly familiar with contract terms. You know what is to be done and I think Mr. Lindas asked this - have you any doubts as to the accuracy of the plans or specifications? Do you have any reservations as to the items involved?

PGK We are satisfied with the plans and specifications.

Mr. Lindas: This contract to be awarded - want to be sure no one is being a front for the DeLong Corp. No under the table agreements or arrangements. We want to be assured you are not doing it for that purpose. It is a bidding to complete a structure not to fulfill Mr. DeLong's action against the State. If anyone has any knowledge?

PGK We have no arrangement of any kind with DeLong. Mr. Turner was talking to Lew Nichols of Washington (Nichols was negotiating with DeLong). In a phone call said DeLong was planning on going back to work.

Mr. Stephenson: Had you proposed the removal of the seal to take out the present cofferdam.

PGK No.

Mr. Brunsbach: Trouble pulling sets so must replace them. Do a lot of considerable re-inforcement.

Mr. Pomeroy: We had suggested in this 169, 220 yards of concrete - one pipe and one location. Some of that concrete is good and under the terms of contract they are to come out. If concrete is good, salvage concrete. If want to leave concrete, could do that.

Mr. Paxson: You recognize 169 only that concrete in the drill.

Mr. Gerwick: Take those bad holes and samples - we would figure methods of concrete removal.

Mr. Paxson: Significance of drilling in 169.

Mr. Gerwick: Scour control Pier 168 area - after studying it was to put a heavy rock blanket over the entire area. Putting down rock blanket then building a cofferdam. Another place where we feel scour pier is experienced in setting bell piers which causes scour.

Mr. Gerwick: Pier 168-169 we got the drawing. We noted deficiencies. Complete engineering done at cofferdam. Reinforcing cofferdam. Question of lateral stability. We have provided lateral bracing. They are in our bid.

Mr. Pomeroy: An area of saving eliminated from some of bid items - doing it on force account.

Mr. Cooper: We are working for public such as handling of contracts and awarding of contracts. We have many regulations we must follow.

Mr. Gerwick: Removal of seal as material taken out - force account take out with, pressure counts, cost of removal of seal. Negotiate it down and change bid item and do it on force account.

Open Discussion

Directors

Our instructions to bidders provide that before signing a bid proposal, a careful examination be made of the location and condition of the work to be performed.

1-Has this been done?

2-By whom?

3-On what dates?

4-Did he consult with the bridge engineer at Astoria?
4a-If not, where secure information re 169 to make estimate?
5-Were samples, test borings, photographs, etc. relative to defective seals in 169 examined?

6-By whom?

7-On what dates?

8-Who were your estimators?

9-Where was your estimate prepared?

10-Did they confer with DeLong in the preparation of the estimate?

No. 45

11-Nature of conference?

12-By the way--How did you learn of the bids to be received on June 24th for completion of substructure?

Supervisory personnel

[illegible]

13-Our information is that you secure from the Department no informational plans and only received the bidding plans 6 days before the bid opening.

Did this give you sufficient time to prepare your bid?

14-Did you have other ~~bidding~~ Information plans available to you?

15-From whom did you secure these plans?

Project Mgr - Project Eng. - INTEND use any DeLong's Supervising Personnel(s)

16-Who is going to run the job for you at the site?

17-Is he experienced in pier construction--particularly in the pouring of tremie concrete?

18-Relate that experience?

19-Is your company experienced in bridge and pier construction?

20-What major bridge construction have you done in the past?

21-Were you the sponsor, joint adventurer or sub contractor?

22-Were the bridges constructed comparable to the one being constructed in Astoria?

23-Have you had experience in the construction and placing of bell type piers?

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22-Were the bridges constructed comparable to the one being constructed in Astoria?

23-Have you had experience in the construction and placing of bell type piers?

24-Relate that experience?

25-Are any of your personnel associated with or employed or retained by DeLong in connection with our litigation?

No. 45

Supervisory Personnel

Personality

26-If you are awarded this job, would you feel that you or your employees should disqualify yourselves as witnesses or consultants for DeLong in such litigation?

27-Is the firm or Meuser, Proctor, Rutledge, et al, in anyway connected as a consultant or otherwise with Raymond Intl.?

28-Have you at anytime discussed with or been consulted by DeLong Corp concerning the litigation between DeLong and the Oregon State Highway Commission?

29-If so, with whom have you had such discussions?

29-Have you discussed it with any of DeLong's legal, engineering, or other consultants or bonding company?

30What was the tenor of such discussions?

31-Who is your surety?

32-Who will furnish the performance bond?

33-Will your surety be sole guarantor?

34-How much ~~xxxxyxx~~ will you have to pay for your premium?

35-Has your company, or any officials or members thereof, made any arrangements with the DeLong Corporation concerning the construction of the bridge piers?

36-Will the DeLong Corp. either as an undisclosed principal, a silent partner, a joint adventurer, or in any capacity, have any arrangements with your company, or the officials thereof, in the performance of your contract or the furnishing of equipment, should the commission award to you?

37-Has DeLong himself ever worked for Raymond Intl. or any of its subsidiaries, affiliates or associated companies in any capacity?

38-Has Raymond Intl or any of its subsidiaries, affiliates or associated companies ever had any financial dealings with DeLong?

39-Do you, your oraganization or officials thereof own or have control of any stock in the DeLong corp?

40-Does ~~xxxxxxxxgxnixatixn~~ DeLong, or officials thereof, have ~~any~~ or ~~working agreement~~ control any stock of ~~the~~ your organization?

41-Does your organization or officials thereof, have any working agreement or connection with the DeLong corp. at this time?

[illegible] yourselves as witnesses or
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40-Does xxxxxxrgxnixxxtixx DeLong, or officials thereof, have xxx or xxxxingxagrxxxxxx control any stock of xxx your organization?

41-Does your organization or officials thereof, have any working agreement or connection with the DeLong corp. at this time?

42-In the past? ✓

43-Expected in the future? ✓

44-Does you bid reflect an item for scour control during the construction period?

45-Since reviewing the plans, designs and specification, do you feel you can complete the pier construction in accordance with thoseplans, etc.? Adequate for that purpose?

Commission Called for this Conference.

Idea

Didnt have a Law Suit

COPY MR. P. M. Stephenson
From Floyd Query, Secretary

MEETING WITH RAYMOND INTERNATIONAL, INC., REGARDING THEIR BID FOR COMPLETION OF SUBSTRUCTURE FOR STEEL SPANS ON THE BRIDGE AT ASTORIA.

July 1, 1964

At 10 a.m., July 1, 1964, at the request of the State Highway Commission a meeting was held in the State Highway Engineer's Office, Room 138 of the State Highway Building in Salem, to discuss with officials of Raymond International, Inc., their apparent low bid received on June 24, 1964, for substructure for steel spans on the Astoria Bridge to complete the contract previously awarded to the DeLong Corporation.

Representing Raymond International, Inc., were W. H. Rusk, Vice President; and H. A. Federa, Secretary and Director.

Representing the Oregon State Highway Commission were Forrest Cooper, State Highway Engineer; R. L. Porter, Deputy State Highway Engineer; P. M. Stephenson, Assistant State Highway Engineer; G. S. Paxson, Retired Deputy State Highway Engineer; Ivan Merchant, Bridge Engineer; L. I. Lindas, Chief Counsel; G. E. Rohde, Assistant Chief Counsel; Floyd Query, Secretary; and Frances Neavoll, Stenographer.

Mr. Lindas explained that the meeting is being held at the request of the Highway Commission as litigation is pending concerning the DeLong contract. He inquired if the contractor felt that he could complete the pier construction in accordance with the plans, design, and specifications as bid on June 24. An affirmative answer was given by the contractor.

Lindas then inquired if their bid included an item for scour control during construction. The contractor replied that this matter had been discussed with Mr. Merchant and their bid did include an arrangement for scour control on Pier 168.

Lindas then inquired if the contractor had made careful examination of the location and condition of the work to be performed. The contractor replied that they had investigated the job carefully when bids were first received on June 27, 1962, and that it was not difficult to pick up the project at this time, An examination was made on the site with estimator, David M. McCaffruy. Mr. McCaffruy did not consult with the State's Bridge Engineer but the core samples had been examined.

Mr. Cooper asked if the contractor felt that they had made adequate inspection of the work. The contractor replied that an inspection had been made but they intended to do more to firm up their thinking. No question is made of the statement of conditions made by the State. Cooper commented that plans for this project were secured only six days prior to the opening of bids. He inquired if this was adequate time within which to prepare a bid. The contractor replied that much of their information obtained at the first letting in 1962 was used for this later project.

Lindas then inquired if any conferences had been held with DeLong. The contractor replied that contact was made with him only concerning the use of his equipment and method of construction, and that an arrangement had been made with DeLong to use his equipment and supplies.

NOTED
P. M. STEPHENSON

COPY MR P. M. Stephenson
From Floyd Query, Secretary

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NOTED
P. M. STEPHENSON

Lindas then asked if the contractor plans to use any of DeLong's supervisory personnel. The contractor replied that he did not. In response to Lindas' inquiry as to who is going to supervise the tremie pour, the contractor replied that the exact person has not been selected but they do have men who have had considerable experience in this line. Mr. George Ferris, Chairman of the Board, plans to direct the work.

Lindas inquired if any employees with Raymond International, Inc., are associated with the DeLong Corporation. The answer was "No".

Lindas then asked that, if awarded the job, did the contractor feel that he or his employees should disqualify themselves as witnesses or consultants for DeLong in pending litigation. Mr. Federa replied that they would, of course, be subject to subpoena, but they had not been approached by DeLong.

Lindas then inquired if the firm of Meuser, Proctor, Rutledge, et al., is connected in any way as a consultant or otherwise with Raymond International, Inc. The reply was "No".

In response to Lindas' question as to whether the DeLong Corporation had consulted with Raymond International, Inc., concerning the DeLong litigation, Mr. Federa replied that conversation had been had with DeLong, who had emphasized how unfair the State was, but no commitments had been made by Raymond other than to use DeLong's equipment, supplies and possibly his material yard.

Lindas then asked if any of the DeLong legal staff had talked with them. Mr. Federa replied that he had met George Mead and had lunch with him, and had discussed legal arrangements concerning the use of DeLong's equipment, supplies and material. This same matter, he said, had been discussed with Mr. Merchant.

In response to Lindas' inquiry as to what company would provide the performance bond for the contract, Mr. Federa replied that the Federal Insurance Company would do so, and the Traveler's Indemnity Company, who furnished the DeLong bond, would have nothing to do with their bond.

Lindas then asked if the DeLong Corporation, either as an undisclosed principal, a silent partner, a joint adventurer, or in any other capacity, has any arrangements with Raymond or Raymond officials in the performance of the contract or the furnishing of equipment, should the Commission award the contract to Raymond. Mr. Federa replied that the only arrangement was an agreement concerning the use of equipment and supplies.

Lindas asked if Raymond International, Inc., had had much connection with the DeLong Corporation. Mr. Federa replied that DeLong had worked with them as a partner and they had rented equipment from him.

In reply to Lindas' inquiry as to whether Raymond controlled any stock in the DeLong Corporation or if the DeLong Corporation has any stock or control in Raymond International, Inc., Mr. Federa replied that Raymond owns no stock in the DeLong Corporation, and to the best of his knowledge DeLong did not own any stock in Raymond or, if he did, it would be a very small amount.

Lindas asked if Raymond International, Inc., or its officials had made any arrangements with DeLong concerning construction of the bridge piers. Mr. Federa replied that DeLong has knowledge of this job and he was not easy to deal with concerning the equipment and supplies. Raymond International, Inc., he stated, has no interest in the DeLong job other than the use of his equipment and the purchase of materials and supplies. He reiterated that Raymond International, Inc., does not plan to use any of the DeLong supervisory personnel, with the possible exception of his warehouseman.

In completion of the piers, Lindas inquired if the contractor expected change orders. Mr. Federa replied that he had no reason to believe that the information presented by the State to be other than outlined but if they did run into conditions not covered by the contract they would ask the State to recognize them.

Mr. Cooper commented that litigation is pending with the DeLong Corporation and the Highway Commission does not wish to compound its troubles. It is desired that the contractor fully understand the conditions to be encountered and that he be familiar with the plans and specifications prior to bidding. He inquired if the contractor had any doubt as to the adequacy of the plans. Mr. Rusk replied it might be necessary to confer with Highway Department officials on the manner of removing the defective concrete as there are several schemes that might be used. Mr. Federa stated that if conditions are encountered that do not appear to be in the plans they would be back to discuss the matter.

Mr. Federa and Mr. Rusk both emphasized that they wish to be cooperative and that the only interest they have in the project is the contract work. Mr. Federa emphasized that Raymond has no arrangement with DeLong regarding testimony in the DeLong litigation and the only arrangement with DeLong is for the use of his equipment, material and supplies and none of the top supervisory personnel with DeLong will be used by Raymond.

Mr. Stephenson inquired as to their plans for tremie pour. Mr. Rusk replied that they would use a number of pipes and anticipated a pour of 70 to 80 cu. yds. per hour.

Concerning Mr. Stephenson's inquiry as to their knowledge of river currents and placement of high piers, Mr. Rush replied that they had a fair knowledge of the currents involved and had considerable experience in pier construction.

Mr. Stephenson also emphasized that the core borings made were indicative only of the area from which they were taken. Mr. Rusk outlined plans for installing a platform at Piers 169 and 168. Their plan of operation is flexible and it was his feeling that they could complete the contract within the specified time.

Prepared by:

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUL 9 1964
FOR FILING

10. A.M

Astoria Bridge

July 1, 1964 - Raymond International, Inc., New York
H. A. Federa, Secretary and Director
W.H. Rusk, Vice President

Mr. Lindas: This meeting is being held under direction of Highway Commission - since litigation is involved. Since reviewing the plans, designs and specification, do you feel you can complete the pier construction in accordance with those plans?

RI Yes, sir.

Mr. Lindas: Does your bid reflect an item for scour control during the construction period?

R.I. We discussed this item with Mr. Merchant. We were concerned with action around Pier 169-168. It is our intentions to rebuild the ground to original level. We do provide some arrangement for Pier 168.

Mr. Lindas: Has careful examination been made of the location and condition of the work to be performed?

R.I. We are somewhat familiar with the project. We know what the project consists of.

Mr. Lindas: Was the site examination made at this time?

R.I. Yes, with estimator

Mr. Lindas: Did your estimator consult with the Bridge Engineer at Astoria?

R.I. No. David M. McCaffruy.

Mr. Lindas: I assume he had assistance

R. I. Yes.

Mr. Lindas: He did not consult with Bridge Engineer at this site?

R.I. No. They saw the cores.

Mr. Cooper: Have you made adequate inspection of the site?

R.I. We intend to do more to firm up our thinking on this. We know there is a problem, but we hope to look into it.

Mr. Lindas: This is some concern to us.

R. I. Based on the material which we have, then there are at least three methods we can remove by.

Mr. Cooper: Site has been adequately inspected. You have facts and knowledge and submitted an adequate bid.

R. I. We examined the site and read the obligations. We assume the State is telling us the truth.

Mr. Cooper: You took plans out shortly prior to your bid. Questioned adequacy of your inspection.

Mr. Lindas: We inquire about that - it was six days before bid letting. Did you have adequate time to prepare an estimate?

R. I. No more than original knowledge of the job. We have taken [illegible] original consideration of bidding, but it was in hope to do it at that time.

Mr. Cooper: You mean the original time.

R.I. Yes. We inspected it then.

Mr. Lindas: Did your inspector confer with DeLong?

R.I. Only to the extent of the use of his equipment and method. We have an understanding with DeLong to use equipment and supplies. We continue to use his method.

Mr. Lindas: Do you intend to use any of DeLong's supervisory personnel?

R.I. Only a jack up barge arrangement. We have worked with DeLong?

Mr. Lindas: You do not intend to use any of DeLong's supervisory personnel?

R.I. No, sir.

Mr. Lindas: Could you tell us who?

R.I. Mr. Boschen selects the man. Project engineer has

V

not been firmed up yet.

2.

Mr. Lindas: Trimming power - does your project engineer have experience.

R.I. Yes sir. We do have personnel available that has experience.

2

Mr. Lindas: Experience - shell type?

R.I. Yes. George Ferris, Chairman of Board, has been out here on this matter; he is going to oversee the work. He is not going to be project engineer, but is going to direct the work.

Mr. Cooper: He would be in New York?

R.I. Monthly watch the job

Mr. Lindas: Has your personnel consulted with DeLong?

R.I. No sir. Is there a suit filed?

Mr. Lindas: Yes, it is not a friendly law suit. If you are awarded this job, would you feel that you or your employees should disqualify yourselves as witnesses or consultants for DeLong in such litigation?

R.I. (Federa) I would give you a legal answer. We would be available for subpoena. We have not been consulted. We would not put ourselves in such a position. As far as we are concerned, we are bidding this work for the reason that we want more heavy construction work now.

Mr. Lindas: Is the firm of Meuser, Proctor, Rutledge, et al, in anyway connected as a consultant or otherwise with Raymond Intl. ?

R. I. (Federa) No. We know them.

Mr. Lindas: Has the DeLong Corp. consulted with you at all concerning this litigation?

R. I. (Federa) We have talked with them; they have said how unfair the State was.

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R. I. (Federa) We have talked with them; they have said how unfair the State was.

Mr. Lindas: Have any commitments been made?

R.I. (Federa) No commitments have been made - only rent his equipment and pay for supplies which he has and use his yard.

Mr. Lindas: Has any of DeLong's legal staff consulted with you?

R. I. (Federa) Not consulted. I have met George Mead. I had lunch with him. I wanted to talk about the legal arrangement and the equipment. Asked about ownership of the building material. Also I aked Mr. Merchant.

Mr. Lindas: You know where it is located.

R.I. (Federa) We have an arrangement to pay for it.

Mr. Lindas: Who is your surety?

R. I. (Federa) Federal Insurance Company. Travelers will have nothing to do with our bond.

Mr. Lindas: Has your company made any arrangement (supervisory personnel) at all on rent of equipment?

R. I. (Federa) None at all. Supervisory personnel - the real supervisor no.

Mr. Lindas: Will the DeLong Corp. either as an undisclosed principal, a silent partner, a joint adventurer, or in any capacity, have any arrangements with your company, or the officials thereof, in the performance of your contract or the furnishing of equipment, should the Commission award to you.

R. I. (Federa) No. only an equipment agreement.

Mr, Lindas: Mr. Rusk, has your company had much connection with DeLong. Has he every worked with you as a partner?

R.I. (Federa) Only as a partner. We have rented equipment from DeLong. DeLong has never worked for us.

Mr. Lindas: We heard DeLong did negotiate with PPM?

R.I. (Federa) Our prices from Gene Alley, representative from Portland.

Mr. Lindas: At present time, J. F. has no project existing?

R.I. (Federa) No on this off shore - we have been with Kiewit, we were partners with them.

Mr. Lindas: Wondering whether it is arranged, involving litigation?

R.I. (Federa) Categorically, it is not.

Mr. Lindas: I wanted to be sure there is no litigation involved.

R. I. (Federa) The answer is we are not going to take sides on this; we are interested in doing the job. If we are called, we will tell the truth. We have no intentions to get into litigation. We will try to be friends with both. We have district office in Portland.

Mr. Lindas: Do you, your organization or officials thereof own or have control of any stock in the De Long Corp., or does De Long, or officials thereof, have or control any stock of your organization?

R. I. (Federa) We own no stock in his company. De Long owns no stock in our company, I believe.

Mr. Lindas: Would you let us know if he does?

R.I. (Federa) Yes, the amount if he owned any would be minor. (9,000 shareholders - larger shareholders owns approx. 6% of shares)

Mr. Cooper: You would have all shareholders names.

Mr. Lindas: Has your company or officials or members made any arrangements with De Long concerning construction of bridge piers?

R.I. (Federa) De Long has a knowledge there. He wasn't easy to deal with. Pays rent and then a contingency. Only interest in this job is on rental of the barge. The material we will pay him for. No interest in this job. We will move in and make an appraisal and pay him the cost. We might take over the warehouseman.

Mr. Lindas: De Long's supervisory personnel?

R.I. (Federa) No.

Mr. Lindas: In construction of the bridge at this site and completion of these piers, do you expect conditions of change orders.

R.I. (Federa) Mr. Merchant said accuracy of the cost and cut up as far as you know are correct. If we find anything out of line, corrective measures would have to be made. If we have difficulties driving farther, then a change order. If changes would happen we ask for you to recognize them.

Mr. Cooper: This is the normal fair approach to this thing. Now we re-negotiated. Here are the conditions as we see them. If doubts or questions, disclose them with us now. You are declaring that you are equipped to do this promptly.

R.I. (Federa) You have a little part of protection on that. How close the bids were? We were completely independent.

Mr. Cooper: Each party be fully aware what's going on. There is litigation. We are in the process of building a bridge. This is our interest in this thing. We wouldn't want to compound our trouble. We are going to make recommendations to Highway Commission. We want to fully understand the facts so we can make our recommendations to the Commission as to what to do. You have stated you were familiar with our plans and specifications prior to bidding the job, do you have any doubt with respect to the adequacy of the plans. You can take this from the plans and proceed.

RI. (Rusk) Question on removal of seal concrete. How far we can get with it, can we suggest an alternate scheme. We propose to bring several schemes for discussion. We may have to try several. Plan to approach on a conference basis.

Mr. Cooper: I wasn't concerned with methods. Fully understand you are cognizant of the fact it is a mess. A lot of stuff has to come out.

R.I. (Federa) If conditions do not appear to be on plans, we will be back to discuss with you.

Mr. Cooper: You know what there is there. This has got to be removed and corrected.

R.I. (Federa) As Mr. Rusk has said we want to be cooperative and work with State.

R.I. (Rusk) I can say that bidding with the State is to finish the job.

R.I. (Federa) We definitely have no arrangement with DeLong to give him testimony. Our only arrangement with DeLong is rental of his equipment. We are paying a base rate plus a contingency if the job goes well. We will buy his supplies to the extent that they are in good condition and feasible. No intention of taking his top supervisory personnel.

Cooper: Management level.

R.I. (Federa) Our bond is with Federal Insurance Company. No relationship to Travelers at all. We want to be friendly with DeLong.

Stephenson: Removal of Pier at 169 Cofferdam in place.

R.I. Yes

Stephenson: Protection of installation.

R.I. Yes, plan for protection.

Stephenson: Use multi-pipe; rate of power

RI.(Rusk) We provide transfer from ready mix concrete

Stephenson: What rate of power do you anticipate ?

R.I. (Rusk) 70-80 yards an hour. Extra facilities change in volume.

Stephenson: Pre-cast bell piers - use DeLong. Have you considered river currents and placement of high piers.?

R.I. (Rusk) We know generally what currents you get.

Stephenson Examined core - schedule of construction of Pier 5

R.I. (Rusk) General approach to this, we plan to put a platform around and between Pier 169 and put two cranes on that. We intend to put a platform at 168.

Merchant: Floating plant?

R.I. (Rusk) Same as DeLong, Pier 168-169 do it individually.

Paxson: From 5 on southerly, release these piers as fast as we can so steel company can move in.

R.I. (Rusk) Scheme is sufficient.

Mr. Cooper: Do you feel if awarded the contract, can you complete this job in time alloted?

R.I. (Rusk) Yes, we do.

Mr. Lindas: Copy of minutes sent to them.

RECEIVED
JUL 27 1964

CABLE ADDRESS: RAYMONDINT

TELEPHONE CORTLANDT 7-7070

RAYMOND
INTERNATIONAL INC.

140 CEDAR STREET • NEW YORK 6, N. Y.

HENRY A. FEDERA
SECRETARY AND
GENERAL COUNSEL

VIA AIR MAIL

July 22nd, 1964

Oregon State Highway Commission
Salem, Oregon 97310

Att: Mr. Floyd Query,
Secretary

Gentlemen:

We enclose two copies of the Contract #6467 executed in accordance with your instruction sheet.

We note under the Supplemental Special Provisions 'All Alternates' on Page 20, it is stated that the number of calendar days for performing work shall begin on the calendar day following the date on which the contract and performance bond are mailed to the contractor for execution. The contract and performance bond were mailed by you on July 15th but were not received in this office until July 21st, 1964, six days later. This long period of time for delivery arose from the fact that the package was not sent Airmail and consequently was delivered by regular mail. We should also like to call to your attention that there could conceivably be an additional time loss before the Commission signs the agreement and, of course, we cannot begin work until the agreement is signed and we are notified of this fact. It may be that this probable ten day time lag before we can begin work will be of no importance but in view of the liquidated damages provision, we bring the matter to the attention of the Highway Commission.

When the contract is executed by the Oregon State Highway Commission, we would appreciate it if you would send me a wire so that we can commence work as soon as possible, without further delay.

Very truly yours,

RAYMOND INTERNATIONAL INC.

H. A. FEDERA

Copy to: Cooper
[illegible]

HAF:ld
Encs.

Victor S. Risley Co.

Insurance and Bonds

Telephone Capitol 8-9301
Board of Trade Building
Portland 4, Oregon

July 23, 1964

AIR MAIL

Mr. H. A. Federa, Secretary
Raymond International Inc.
140 Cedar Street
New York 6, N. Y.

Re: Oregon State Highway Contract No. 6467
(In Duplicate)

Dear Mr. Federa:

The captioned contract was delivered to us today at 2:00 P. M., and will be personally delivered to the Highway Department in Salem by Mr. Risley, probably within the hour.

The bond was countersigned by us as Oregon Resident Agent, before delivery to the State.

Yours very truly,

Victor S Risley

VSR:ch
cc: Oregon State Highway Dept.

2 Copies of Contract delivered to Secty's Office 4 PM July 23, 1964

Copy to Cooper & Lindas

RECEIVED
JUL 20 1964

FOR FILING

6461

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1964

SUBJECT:

To: MEMO TO FILE

On this date, I received a telephone call from Mr. H. A. Federa, Secretary of the Board for the Raymond International, Inc., New York, who requested an appointment for two people from his company to discuss the details of completion of the pier work on the Astoria Bridge. The two people from Raymond International will be Mr. George Ferris, Chairman of the Board, who will handle the project at the top administrative level, and Mr. Fertel, who will be Resident Project Manager.

The appointment was set up for Monday, July 27, at 10 a.m.

Mr. Porter: Please note and be present at the conference.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
P. M. Stephenson
Victor D. Wolfe

[illegible]
AUG 13 1964
FOR FILING

6467

4 cc
7-14-64

July 13, 1964

AIR MAIL

Raymond International, Inc.
140 Cedar Street
New York, New York

Gentlemen:

The Highway Commission on July 13, 1964, awarded to you Contract No. 6467 which is for the completion of the piers for the Astoria Megler Bridge.

The award is on the basis of Alternate "A" and is conditioned upon the material and equipment, listed in the bid proposal under Alternate "A", being available to you, as per your assurances to us in this respect, and at no additional cost to the State of Oregon for your possession and use of said material and equipment.

This action is based on your bid of $5,358,964 which was the low bid submitted to the Commission on June 24, 1964, for this project. Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

cc
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Ore.

Forrest Cooper
R. L. Porter
L. I. Lindas
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUL 16 1964
FOR FILING
11-3-1 (10)
6467

ROBERT Y. THORNTON
ATTORNEY GENERAL

E. G. FOXLEY
DEPUTY ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM 10

July 10, 1964

State Highway Commission
State Highway Building
Salem, Oregon 97310

Attention: Mr. Forrest Cooper

Gentlemen:

You state that a contract was awarded to the DeLong Corporation for the construction of the substructure of the Astoria Bridge across the Columbia River. Difficulties arose between the contractor and the State Highway Commission as to the time and manner in which the contract was being performed. The commission found that DeLong had substantially breached the contract and abandoned the project. This question is now in litigation.

Subsequent to the termination of the DeLong contract new bids were called for by the commission for the completion of the work that was to be performed under the original contract. Raymond International was the low bidder for the completion of this work. It has now been discovered that Raymond International has entered into a lease agreement with DeLong Corporation covering the use of DeLong's project equipment and materials. The consideration provided for in this lease is that Raymond International will pay DeLong Corporation for the cost of the materials and a rental of $60,000 per month for six months for use of the equipment. Where the use of the equipment extends beyond the six months' period DeLong is to receive an additional rent in an amount determined by calculating the difference between the cost of the job plus a fixed fee of $520,000 and the contract price.

Upon these facts you ask: (1) Does the existence of the last mentioned rental agreement between DeLong and Raymond International prevent the State Highway Com-

NOTED

mission from awarding to Raymond International the contract to complete the Astoria Bridge, and (2) as a matter of law would the awarding of the contract to Raymond International jeopardize or in any way impair the commission's defense in the pending litigation or give rise to a meritorious cause of action by the DeLong Corporation against the commission in the making of this award?

As to the first question, we find no provision of Oregon law which would prevent the State Highway Commission from awarding the completion contract to Raymond International which has entered into the material purchase and equipment rental agreement with DeLong, the prior defaulting contractor, which you have submitted for our perusal; provided that you find that Raymond International is otherwise duly qualified and is the lowest responsible bidder.

As to the remaining questions, under the facts presented and within the limits of the specific questions, the answer is also in the negative.

The general rule governing the facts under consideration is stated in 43 Am. Jur. 791, as follows:

> "The abandonment of his contract by one who has undertaken the performance of a contract for a public improvement, and refusal to complete the contract, is an anticipatory breach justifying the reletting of the uncompleted part of the work to another contractor. * * * "

Aside from the above rule the contract with DeLong, among other conditions, provides:

> "If the contractor should * * * be guilty of a substantial violation of any provisions of the contract, when the Commission, upon certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor and his surety seven days written notice, terminate the employment of the contractor and take possession of

> the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. * * * " (Emphasis supplied)

It is our understanding that the conditions of the above quoted contract provision have been complied with.

As a word of caution I believe it prudent to call to your attention that in arriving at the above conclusion there has been no attempt to pass upon the issues involved in the pending litigation nor give consideration to the form or manner of letting the new contract. The answer is specifically confined to the legal effects of making the award of the contract to Raymond International.

Very sincerely yours,

Robert Y. Thornton

Robert Y. Thornton
Attorney General

RYT r

RECEIVED
JUL 10 1964

THE TRAVELERS

THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

CLAIM DEPARTMENT
GRENVILLE M. JORDAN, MANAGER

SEATTLE OFFICE
Logan Building
500 Union Street
SEATTLE, WASHINGTON 98101
Telephone: MAin 3-5436

4-F 003-1(14)

6467

July 8, 1964

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query, Secretary
Oregon State Highway Commission

Re: 161-FS-413
Columbia River Bridge
Astoria, Oregon

Dear Mr. Query:

Receipt is acknowledged of a copy of your letter of July 3 addressed to our Portland, Oregon office.

Before commenting on the reasonableness of bids submitted, we request you supply us with a copy of the Engineer's estimate of the cost to complete this project.

While we do not admit the fact of default, and while some dispute exists as to the propriety of some items set forth in the advertisement for bids, The Travelers agrees that the bid submitted by Raymond International, Inc. is the low bid submitted pursuant to such advertisement for bids.

In all other respects, The Travelers reserves all of its rights and defenses, and this letter is submitted without prejudice.

Respectfully yours

Wallace A. DeLong

Wallace A. DeLong
Supervising Adjuster

WAD:VH
cc DeLong Corporation

Copies to: Lindas
Cooper

RECEIVED
JUL - 9 1964
OREGON
STATE HIGHWAY COMMISSION

THE TRAVELERS
100 YEARS
OF INSURANCE PROTECTION
1864-1964

HOME OFFICE: HARTFORD, CONNECTICUT

VISIT THE TRAVELERS EXHIBIT
1964 1965

AT THE NEW YORK WORLD'S FAIR

RECEIVED
JUL 20 1964
FOR FILING

(14)

6461

CABLE ADDRESS: RAYMONDINT

HENRY A. FEDERA
SECRETARY AND
GENERAL COUNSEL

RAYMOND

140 CEDAR STREET • NEW YORK 6, N. Y.

TELEPHONE CORTLANDT 7-7070

VIA AIR MAIL

July 2nd, 1964

Mr. Forrest Cooper,
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

Following our telephone conversation, I enclose a copy of the agreement which we have executed with the De Long Corporation covering our rental of the De Long specialized equipment and the use of the supplies and materials which De Long has on hand.

As I informed you on the telephone, this agreement which has been executed by both the De Long Corporation and Raymond arose after a negotiation in which the De Long Corporation originally requested rental of $72,000 per month for a period of ten to eleven months or a total of $720,000 to $800,000. We believed this rate would make us non-competitive and therefore negotiated the present terms under which De Long gets a rental of $60,000 per month for a period of six months and any earnings over our cost, plus $520,000.

As our estimate of cost is approximately $4,700,000, we do not believe that the De Long contingent rights will exceed a maximum of much over $100,000. We have no other agreement with the De Long Corporation.

To answer in writing a couple of the specific questions you asked me, let me say that De Long will have nothing to do with the management of this work and none of their construction superintendents have been offered work and it is not contemplated that any of them will be used. This will be a Raymond operation.

If there is any further information I can give you, please do not hesitate to get in touch with me.

Very truly yours,

HAFeder

H. A. Federa

HAF:ld
Enc.

NOTED

NOTED
A. L. PORTER

COPY

June 23, 1964

DeLong Corporation
P. O. Box 330
Astoria, Oregon

Gentlemen:

This letter is to confirm our understanding with respect to the matter of the equipment rental and the cost of materials and supplies which it is contemplated Raymond International may use in connection with the performance of the contract with the Oregon State Highway Department for the completion of construction of the substructure for the Columbia River Bridge at Astoria, Oregon.

Our understanding is as follows:

(a) DeLong Corporation will make available to us on a rental basis its equipment now situated at the job site and at Tongue Point at a minimum rental of $60,000.00 per month for a period of six (6) months. If the use of the equipment should be required for a longer period of time, it is understood that there will be no additional rental charged except that in any event we will pay as additional rental the difference between the cost of the job plus a fixed fee of$520,000.00 and the contract price. The equipment which is the subject matter of this agreement is more particularly described in Exhibit "A" hereto attached and by this reference made a part hereof.

(b) It is our further understanding that DeLong Corporation has on hand at the job site, at Tongue Point and/or other designated storage areas, supplies and materials acquired by it for this project.and it is agreed that we will use all of such materials as can be economically and feasibly used for completion of the project. We agree to pay DeLong Corporation's costs for such materials.

With respect to the equipment covered by our rental agreement, it is understood that such equipment will be made available to us in good operating condition and that the equipment will be maintained by us thereafter during the period of this agreement in good order and repair and will be returned to DeLong Corporation at Tongue Point or such other place as may be agreed upon in the same condition as it is received, reasonable wear and tear alone excepted.

It is our further understanding that with respect to any equipment or materials rented by DeLong Corporation and located at the job site or at Tongue Point not specifically described in Exhibit "A" hereto attached, that we will have the use of such material or equipment upon the same basis as DeLong Corporation and that DeLong Corporation will assign its lease rights in such equipment to us.

It is our further understanding that we will pay the cost of necessary insurance upon all of the leased equipment during the period of this agreement.

It is further understood that this agreement shall become effective and binding upon the parties only in the event and at such time as the contract for the construction of the substructure for the Columbia River Bridge shall have been awarded to Raymond International Inc. by the Oregon State Highway Department.

If the foregoing is in accordance with your understanding, will you kindly indicate your approval upon the duplicate original of this communication.

Very truly yours,

RAYMOND INTERNATIONAL, INC.

By________________________
H. A. Federa, Secretary

The foregoing is Approved:

DeLONG CORPORATION

By________________________
L. B. DeLong, President

EXHIBIT "A"

(a) Concrete plant on rented barge 2B102

(b) DeLong Platform No. 143, including equipment mounted thereon and in place thereon.

(c) DeLong Platform No. 159, including equipment mounted thereon and in place thereon.

(d) DeLong Barge No. HJB137.

(e) Manitowoc Truck Crane Type 2900.

	A.	B.	C.
Raymond	5,358,958	5,667,499	5949 829
PGK	5,722192	5,818,260	5984 140
diff	$363,234	$150,761	$34,311
Engr' Est.	4 524 910	4690 925	4813 995

RECEIVED
JUN 26 1964

FOR FILING

Contract

Bridges

Astoria

[illegible]

Copies to: Cooper Lindsay 6/26

Class of Service

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA155 OD373

O SFD518 PD=FAX SAN FRANCISCO CALIF 25 413P PDT=

FLOYD QUERY, SECRETARY, OREGON STATE HIGHWAY COMMISSION=
SALEM ORG=

1964 JUN 25 PM 4 30

REFERENCE YOUR TELEGRAM JUNE 25TH RESPONSIBLE OFFICIALS WITH FULL KNOWLEDGE OF AND AUTHORITY TO SPEAK FOR OUR JOINT VENTURE WILL MEET WITH YOUR REPRESENTATIVES AT 2PM PDT, WEDNESDAY, JULY 1, 1964, IN ROOM 419 STATE HIGHWAN BUILDING SALEMSTOP IN ADDITION TO THEIR AUTHORITY, THESE OFFICIALS WILL BE PREPARED TO DISCUSS ANY AND ALL MATTERS IN CONNECTION WITH OUR BID INCLUDING PROPOSED METHOD OF PERFORMANCE=

POMEROY KIEWIT GERWICK J H POMEROY & CO INC

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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d by the

TELEGRAM

W. P. MARSHALL, PRESIDENT

(23).

201 (4-60)

NL=Night Letter

LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

1964 JUN 25 PM 4 30

R N POMEROY PRESIDENT
755 SANSOME STREET SAN FRANCISCO CALIFORNIA=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUN 25 1964
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1211 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	✓
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
Corr.			Oregon State Highway Department	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

[illegible]

Interstate

Salem, Oregon
June 25, 1964

J.H. Pomeroy & Co., Inc.,
Peter Kiewit Sons' Co., and Ben C. Gerwick, Inc.
755 Sansome Street
San Francisco, California

Oregon Highway Commission desires conference before any award of contract for completion of Columbia River Bridge Piers. Request that a responsible official, with full knowledge of and authority to speak for your organization, meet with Highway Department representatives at 2 p.m. PDT Wednesday, July 1, 1964, in Room 419 State Highway Building, Salem. Should be prepared to discuss any and all matters in connection with your bid and proposed method of performance.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Confirmation
Forrest Cooper
L.I. Lindas
C.H. Maison (Ch 5003-900)
Files ✓

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1211 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			Oregon State Highway Department	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 25, 1964

Raymond International, Inc.
140 Cedar Street
New York, New York

Oregon Highway Commission desires conference before any award of contract for completion of Columbia River Bridge Piers. Request that a responsible official, with full knowledge of and authority to speak for your organization, meet with Highway Department representatives at 10 a.m. PDT Wednesday, July 1, 1964, in Room 419 State Highway Building, Salem. Should be prepared to discuss any and all matters in connection with your bid and proposed method of performance.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Confirmation
Forrest Cooper
L. I. Lindas
C. H. Maison (Ch. 5003-900)
✓Files

RECEIVED
JUL 3 1964
FOR FILING

June 26, 1964

Oregon State Highway Commission

Gentlemen:

The Engineer's Estimate of cost and the bids received for the completion of the piers for the Astoria Bridge are tabulated below:

	A	B	C
Engineer's Estimate	$4,534,910	$4,690,985	$4,813,995
Raymond International, Inc.	$5,358,964	$5,667,499	$5,949,839
Pomeroy-Kiewit-Gerwick	5,722,198	5,818,260	5,984,150
Difference - -	$ 363,234	$ 150,761	$ 34,311

Alternate A is based on the low bidder being able to make use of the Delong Corporation's staging area at Tongue Point; to make use of the Delong Corporation's steel forms; to secure possession of several concrete piers, which have been poured but not erected in place; and to secure a substantial supply of reinforcing steel and other miscellaneous hardware that have been delivered to the job site and are in Delong's possession.

Alternate B is based on the premise that the low bidder could gain possession only of the reinforcing steel and miscellaneous hardware (which have been partially paid for) that have been delivered to the job site.

Alternate C is on the premise that the low bidder could gain possession of none of the items mentioned under A and B.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
P. M. Stephenson
Victor D. Wolfe

FC RLP:fn

RECEIVED
JUN 24 1964
FOR FI

June 23, 1964

Mr. Morris Schnitzer, President
Schnitzer Steel Products Company
3300 N. W. Yeon Avenue
Portland 10, Oregon

Dear Mr. Schnitzer:

Reference is made to your letter of June 19 in regard to sheet piling you have rented to the DeLong Corporation and now in use at the Astoria Bridge.

According to the terms of the contract with the DeLong Corporation, the State Highway Department has the authority to take over the materials and equipment of the contractor when his contract has been canceled.

It is proposed to take over the sheet piling now in place in Pier #169 for use in the reconstruction of the pier. The new contractor, upon completion of Pier #169, will deliver these piling to the storage yard now used by the DeLong Corporation at Tongue Point.

Thank you for calling to our attention that you are the owners of the sheet piling. Negotiation will be made with you for the rental of the sheet piling for the period remaining to complete the pier. We would appreciate knowing the terms of your rental agreement for these sheet piling with the DeLong Corporation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Ivan Merchant

PMS:bbc

SCHNITZER STEEL PRODUCTS CO.
STEEL PRODUCTS, CONSTRUCTION AND INDUSTRIAL EQUIPMENT
3300 N.W. YEON AVENUE • PORTLAND 10, OREGON

TELEPHONE 224-4321
AREA CODE 503

TWX NO. 503-224-1002
CABLE ADDRESS:
SCHNITZERBRO
FAXPORTLAND

June 19, 1964 - Certified Mail

Oregon State Highway Department
Salem, Oregon

Attention: Bridge Engineer

Gentlemen:

We have been contacted by a contractor who is apparently figuring on the sub-structure on the Astoria bridge. It would appear from the plans of the Highway Department that the builders on the job will use coffer dams installed around the cells of Pier 169. The coffer dam is constructed of sheet piling rented by us to DeLong Corporation and the material is owned by us.

We wish to know whether you intend taking over this piling and if so you should make this known to us and the contractor or contractors. We have rented DeLong approximately 1250 tons of ZP38 Beth. section on this job.

We would appreciate hearing from you.

Yours truly,

SCHNITZER STEEL PRODUCTS CO.

M. Schnitzer

Morris Schnitzer, President

/jw

RECEIVED
JUN 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible]
SALEM
STATE HIGHWAY COMMISSION

ALL QUOTATIONS, CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS OR OTHER CONTROLLING CONDITIONS

RECEIVED
JUN 24 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 23, 1964

Raymond International, Inc.
Raymond Concrete Pile Division
156-98th Avenue
Oakland 3, California

Gentlemen:

Columbia River Bridge at Astoria
Bridge No. 7949

This is to confirm in writing the questions on clarification of specification matters relating to the contract for completion of the piers for the Astoria Bridge discussed in the meeting of June 22.

Your letter of June 22 has several items which were discussed in this meeting. They will be discussed in the same order as listed in the letter of June 22.

CLARIFICATION REQUEST NO. 1

Foundation piling in all piers except 169 have been driven to plan position and grade. Any corrective measures necessary to make the piling acceptable to the State will be done as extra work except for Item 79A, the Cutting Off of Steel Piling in Pier 169.

CLARIFICATION REQUEST NO. 2

The stream bed area around Pier 169 has been stabilised by the installation of brush fascines and coarse gravel. The State does not intend to do any further work in this area during the life of this contract. Any scour which occurs around Pier 168 coffer dam is the responsibility of the contractor. The State intends to take no measures to prevent scouring at this pier during the pier construction.

CLARIFICATION REQUEST NO. 3

Drawing Nos. 17641 and 17642 give a minimum penetration requirement for fender piling at Piers 169 and 170. As mentioned in our meeting yesterday it is the State's desire to obtain all the penetration possible with the pile lengths furnished. If pile shoes are required in the driving of the fender piling this item will be an extra work item as covered in the standard specifications under "Measurement and Payment," Paragraph 2.3.18.

NOTED
P. M. STEPHENSON

Location tolerances for fender piling are not specifically covered in the standard specifications; however, good construction practice will prevail, and it will be necessary to drive the piling so that the fender system may be installed.

CLARIFICATION REQUEST NO. 4

Contrary to any information you may have received the State of Oregon does not own or control the fender piling or fender material. As stated on Page 13 of the supplemental special provisions under Alternate A it is the bidder's responsibility to make all arrangementsfor the use of this material.As stated in the special provisions State-furnished bolts, nuts, and washers will be furnished as mentioned under the various bidding alternates.

CLARIFICATION REQUEST NO. 5

Payment for Item No. 81A "Remove Existing Seals" in Pier 169 must be bid as indicated on the bidding documents. No alternative type of bidding will be accepted.

As mentioned to you at the conclusion of our meeting yesterday this letter will be available to your Mr. Alley by 8:00 a.m. on the morning of June 24 in the Bridge Division.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. P. M. Stephenson-w/enc.
Mr. Leonard I. Lindas-w/enc.

CABLE ADDRESS: RAYMONDINT

TELEPHONE CAPITAL 7-0881

RAYMOND

RAYMOND INTERNATIONAL INC.

2323 N.W. FLANDERS STREET . PORTLAND 10, ORE.

June 22, 1964

Mr. Ivan D. Merchant
State Highway Bridge Engineer
Room 329 State Highway Office Building
Salem, Oregon

Dear Mr. Merchant:

Raymond International Inc., as a prospective bidder on the completion of substructure for steel spans on the Columbia River Bridge, Astoria, Oregon - Pt. Ellice, Washington, requests clarification of the following matters:

CLARIFICATION REQUEST NO. 1

Reference: Standard Specifications, Section 2.3.4 (h) and Contract Drawings.

Q. Are all foundation piles driven in accordance with the above referenced provisions, and are all cutoffs made in accordance with the requirements of the contract drawings (except for cutoffs payable under Item 79A)?

If not, what method of payment will be used for any corrective work which may be required?

CLARIFICATION REQUEST NO. 2

Reference: Drawings Nos. 17641 and 19904.

Q. Is it the State's intention to backfill the scoured area around Pier No. 169 to the original stream bed bottom?

If so, when is backfilling to be done, what materials are to be used and what is the basis of payment for such backfill?

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUN 22 1964 PM
7,8,9,10,11,12,1,2,3,4,5,6

This letter handed to me on June 22 by Mr. Rusk, Mr. Allen, Mr. Fegan (?) and Mr. Rusk in office to discuss these items. Mr. Allen will pick up written answer before bidding time on 6/24/64. IDM.

ATLANTA
BALTIMORE
BOSTON
CHICAGO
DETROIT
HOUSTON
KANSAS CITY
LOS ANGELES
MIAMI
NEW ORLEANS
NEW YORK
OAKLAND, CALIF.
PHILADELPHIA
PITTSBURGH
PORTLAND, ORE.
ST. LOUIS
SALT LAKE CITY
SEATTLE
WASHINGTON, D. C.

Should a similar condition arise in the construction of Pier No. 168, will the same be applicable?

CLARIFICATION REQUEST NO. 3

Reference: (a) Section 2.3.3 (d) of Standard Specifications.

(b) Supplemental Special Provisions - All alternates, - paragraph 6 of paragraph entitled "Pier 169" (page 18)

(c) Drawings Nos. 17641 and 17642

Q. Will shoes be required on all timber piles for Piers 169 and 170?

Q. What tolerances will be permitted in planned locations and tip level of the fender piles in view of the above referenced paragraphs?

CLARIFICATION REQUEST NO. 4

Reference: (a) Parenthetical paragraph below paragraph 2 under "Pier 170" - Supplemental Special Provisions, Alternate A (page 13).

(b) Fourth paragraph of letter dated June 12.

Q. (a) We have been informed by DeLong Corporation that the pier fender materials located in the McCormick-Baxter yards at Wauna and at Portland, Oregon, is the property of the State, is this correct?

(b) If so, at what price will such materials be furnished to contractor?

CLARIFICATION REQUEST NO. 5

Reference: (a) Paragraph 1 of Section entitled "Pier 169 in Supplemental Special Provisions - Alternate A (page 12)

(b) Paragraph referring to Item 81 A in Supplemental Special Provisions - Alternate A (page 22)

Q. In view of the contingencies, imponderables and extreme risk involved in submitting a lump sum bid for the removal of existing seals, will the State consider the deletion of Item 81 A from the bid schedule as a lump sum item and substitute therefor payment on a force account basis?

We would appreciate your reply letter by 4:00 p.m. o'clock June 23d in order that we may be able to prepare and submit a proposal on your bid date of June 24th. Our representative, Mr. Alley, will be glad to pick up your reply as soon as it is available.

Very truly yours,

RAYMOND INTERNATIONAL INC.

By

H. Rusk, Vice-President

RECEIVED
MAY 27 1964
FOR FILING

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1964

SUBJECT:

To: Mr. Forrest Cooper
State Highway Engineer
BUILDING

For your information the "Notice to Contractors" for the completion of substructure for steel spans, Columbia River Bridge at Astoria has appeared in the following publications:

Daily Journal of Commerce, Portland, Oregon
Daily Journal of Commerce, Seattle, Washington
Daily Pacific Builder, San Francisco, California
Pacific Builder and Engineer, Seattle, Washington
Southwest Builder, Los Angeles, California
Daily Construction Service, San Francisco, California
Chicago Construction News, Chicago, Illinois

Floyd Query
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
[illegible]

[illegible]

~~OREGON STATE HIGHWAY COMMISSION~~

NOTICE TO CONTRACTORS

~~June 23, 1964~~

Sealed bids on the following project will be received and opened by the State Highway Commission in Room 419, State Highway Building, Salem, Oregon, at 9:00 a.m., Daylight Saving Time, Tuesday, June 23, 1964. Awards will be made by the Highway Commission within a few days after bids are opened.

BIDS TO BE OPENED AT 9:00 A.M. (DAYLIGHT SAVING TIME), TUESDAY, JUNE 23, 1964

CLATSOP COUNTY, OREGON-PACIFIC COUNTY, WASHINGTON: Completion of substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101. Federal-Aid Project No. U-F-003-1(14). Bids for this project will be received under three alternates; namely, Alternate "A", Alternate "B", and Alternate "C". Bidders will be required to submit bids on all three alternates.

Alternate "A" requires approx. 76,730 lin. feet tr. timber piling (758 piles);7,000 cu. yds. seal conc.; 17,300 cu. yds. tremie conc.; 16,200 cu. yds. Class "A" Conc.; placing 2,363,000 lbs. State-furnished met. reinf.; furnishing and placing 184,000 lbs. met. reinf.; and 440 M-FBM tr. timber.

Alternate "B" requires approx. 76,730 lin. ft. tr. timber piling (758 piles); 7,000 cu. yds. seal conc.; 17,300 cu. yds. tremie conc.; 16,800 cu. yds. Class "A" Conc.; placing 2,317,000 lbs. State-furnished met. reinf.; furnishing and placing 363,000 lbs. met. reinf.; and 440 M-FBM tr. timber.

Alternate "C" requires approx. 76,730 lin. ft. tr. timber piling (758 piles); 7,000 cu. yds. seal conc.; 17,300 cu. yds. tremie conc.; 16,800 cu. yds. Class "A" Conc.; 2,531,000 lbs. met. reinf.; and 440 M-FBM tr. timber.

Completion time for all work, except construction of pier fenders, 360 calendar days.

The work to be performed under the contract requires the use of labor, materials and equipment in both the State of Washington and the State of Oregon. The contractor will be obligated to comply with all applicable laws of the State of Washington with respect to that portion of the work to be done and materials to be furnished in the State of Washington and the laws of the State of Oregon with respect to that portion of the work and materials to be furnished within the State of Oregon.

The contractor should familiarize himself with the laws of both States, particularly those concerning public contracts, permits and licenses, laborers and material, industrial accident insurance, and taxes, including both income and State taxes.

The boundary line between the State of Washington and the State of Oregon has been determined to be at Station 139+89.91 as established pursuant to ORS 186.510 and ORS 186.520.

All of the provisions of Chapter 627, Oregon Laws of 1959, relating to wage rates to be paid on all contracts for public works in this State must be complied with. Minimum hourly wage rates applicable to work to be done under the project listed above are set forth in the special provisions. A statement in writing in a form prescribed by the State Labor Commissioner will be required of each contractor and subcontractor, or their sureties, certifying the hourly rate of wage paid each classification of workmen employed by him upon such public work, and further certifying that no workmen employed by him upon such public work have been paid less than the "prevailing rate of wage" as defined in said Chapter 627 or less than the minimum hourly rate of wage specified in the contract.

Prequalification of bidders will be required in accordance with the provisions of ORS 279.010 to 279.024 inclusive. Full information for bidders may be obtained at the office of the Oregon State Highway Commission, State Highway Building, Salem, Oregon. Plans and specifications may be inspected at the same place and may be obtained by eligible bidders upon payment of $2.00 for each set.

Plans and specifications may also be inspected at the office of the Associated General Contractors in Portland, Seattle, Spokane, and Boise; and at the Builders Exchange Cooperative, Portland.

The right is reserved to reject any and all proposals or to accept the proposal deemed best for the State of Oregon.

OREGON STATE HIGHWAY COMMISSION
Floyd Query Secretary
~~Glenn L. Jackson, Chairma~~n
~~Kenneth N. Fridley, Commissioner~~
~~David B. Simpson, Commissioner~~

~~Forrest~~ Cooper
S~~tate Highway Engineer~~

~~ATTEST:~~
~~Floyd~~ Query, Secret~~ary~~

~~5-19-64~~

U-F-003- Completion of substruct. 1973
1(14) Steel Spans, Col. R. Br.,
#6467 Astoria-Pt. Ellice, US 101

[illegible]

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

February 23, 1976

NOTED
E. S. HUNTER

RECEIVED
STATE HWY ENGR
FEB 25 '76
REFER TO
Rulien 2-25
FOR
Info Inves R/D D/R Sign Act File

Walter J. ~~Hart~~
Bridge Engineer
329 State Highway Building
Salem, OR 97310

Re: United States Steel v. State of Oregon
Astoria Bridge - Superstructure (L 5562) cy-

State v. DeLong
Astoria Bridge - Substructure (L 4904)

Dear Walt

The above-mentioned U. S. Steel case is still pending in Marion County. We should preserve all our records related to the U. S. Steel contract. If the case is litigated, it will involve a reconsideration of the DeLong contract. Therefore, we must maintain all our records in the DeLong file as well as all of our litigation records.

As I previously reported, the U. S. Steel v. DeLong case in Multnomah County was settled. DeLong paid U. S. Steel $350,000. As a part of that settlement, U. S. Steel assigned to DeLong all of their rights in our case, U. S. Steel v. State. After extensive legal maneuvering, DeLong has been allowed to substitute as the plaintiff and has been allowed to file an amended complaint. A substantial amount of legal maneuvering remains. We hope to dispose of substantially, if not all, of the case as a matter of law through a summary judgment proceeding.

As you know, State v. DeLong contained a declaration that, as between the State and DeLong, DeLong was responsible

cy
Hunter
2-25

for the delay to U. S. Steel after the termination of the contract. In the amended complaint, DeLong pleads that U. S. Steel's damage occurred both before and after termination of the contract. It is possible that we will be required to litigate the extent of the damages prior to termination and the liability therefor. About two years ago Bob Ellison estimated for me the portion of the damages that conceivably could have occurred prior to termination. His estimate was nominal, about $20-25 thousand.

It seems incredible that our system of justice would require relitigating any part of the DeLong "can of worms." We will do our best to avoid that possibility.

Sincerely

Les Hampton
Leslie B. Hampton
Assistant Chief Trial Counsel

lj
cc: Honorable Lee Johnson
Mr. F. B. Klaboe ✓
Bob Ellison

#64670

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

OTED
L E JOHNSON

March 6, 1975

RECEIVED
STATE HWY ENGR
MAR 7 '75
REFER TO al
FOR
Info Inves R/D D/H Sign Act File

NOTED
F. B. KLABOE

Mr. F.B. Klaboe
Administrator and
State Highway Engineer
State Highway Building
Salem, OR 97310

Re: U.S. Steel Corp. v. State of Oregon
(Highway Commission)
Marion County No. 74791 (L-5562)

Dear Mr. Klaboe

This is to bring you up to date on United States Steel Company's claims arising from the construction of the Astoria Bridge. As you will recall, the above-mentioned case was dismissed last fall for the lack of prosecution.

U.S. Steel's similar but separate case against the DeLong Corporation in Multnomah County had been assigned a trial date for late February, 1975. In recent weeks both U.S. Steel and DeLong's attorneys have examined portions of our bridge file and the Astoria field office files and have copied from the same.

I have recently been advised that U.S. Steel and DeLong have settled the case. The attorneys at this time refuse to give us the details of the settlement. Apparently, we can close our file on this aspect of the Astoria Bridge litigation.

The only remaining question is whether or not the state is entitled to additional interest from DeLong. The disputed interest is post-judgment interest on pre-judgment interest awarded by the trial court. The matter is now pending in the Court of Appeals of the State of Oregon. If we prevail, the amount is approximately $120,000. We have nothing to lose but my time and very limited statutory costs on appeal.

Sincerely

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

jb
cc: Honorable Lee Johnson
John Leahy
Walter Barrie
Walter Hart

6467

5

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon
April 26, 1974

ORIGINAL SIGNED
WALTER J. HART

FROM: Walter J. Hart
Bridge Engineer

TO: Mr. C. T. Keasey
Construction Engineer

SUBJECT:

Price Agreement 18
Columbia River Bridge at Astoria
Contract 6467

On March 15, 1974 your office transmitted the standard approval form for Price Agreement 18 on the Columbia River Bridge at Astoria. This price agreement is a settlement of litigation on this project and, as such, is an obligation of the State whatever the action of the Federal Highway Administration may be. The federal aid on this project is an insignificant amount in any event.

Please take steps to make payment on this price agreement as soon as possible. It is important that payment be made on this settlement as expeditiously as possible.

WJH:dh

cc A. E. Johnson
V. E. Skoog
Les Hampton

RECEIVED
STATE HWY ENGR
APR 26 '74
REFER TO
FOR
Info Inves R/D D/R Sign Act File

RECEIVED
APR 26 1974
Office of
Assistant State Highway Engineer

NOTED
H.S. COULTER

6467

March 15, 1974

TO G. L. Green, Division Engineer
Federal Highway Administration

Federal-aid Project
No. U-F-003-1(14)

FROM
Vince Gallagher
for C. T. Keasey
Construction Engineer

SUBJECT Request Change Order Approval

Contract 6467, Price Agreement No. 18

Project Columbia River Bridge at Astoria

Highway Oregon Coast

County Clatsop

The Agreement written for $160,000.00 constitutes a complete and final settlement of all claims on this project. The settlement is a result of negotiations between the contractor and the State.

Attached are copies of pertinent correspondence along with the justification for the claim settlement.

This settlement was tentatively recommended for approval by the Federal Highway Administration Assistant Division Bridge Engineer on February 7, 1974.

Your approval as of February 7, 1974 is requested.

JK:bb
Attach.

6467

5

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon
March 13, 1974

ORIGINAL SIGNED
R.W. ELLISON

FROM: R. W. Ellison
Bridge Administration Engineer

TO: Mr. C. T. Keasey
Construction Engineer

Attention Mr. Vince Gallagher

SUBJECT:

Columbia River Bridge at Astoria
Completion of Piers
Contract 6467
PA #18 - Final Claim Settlement

Enclosed is completed Price Agreement No. 18 written in the amount of $160,000 and covering final settlement of all claims on the subject project. Justification is attached.

Please process this agreement for payment at your earliest convenience.

RWE:dh
Enclosures

cc A. E. Johnson
H. S. Coulter
Les Hampton

NOTED
A. E. JOHNSON

RECEIVED
STATE HWY ENGR
MAR 14 '74
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

6467

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon
March 13, 1974

FROM: R. W. Ellison
Bridge Administration Engineer

TO: Mr. Vern Skoog
Fiscal Officer

SUBJECT:
Columbia River Bridge at Astoria
Completion of Piers
Contract 6467
PA #18 Final Claim Settlement

A final settlement of all claims on the subject contract has been negotiated in the amount of $160,000. Price Agreement No. 18 covering the settlement is being processed.

Les Hampton of our Legal Section informs me that vouchers, check, et cetera, for this settlement should be mailed to the following address:

Mr. H. A. Federa
Sr. Vice President and General Counsel
Raymond International, Inc.
2801 S. Post Oak Road
Huston, TX 77027

RWE:dh

cc A. E. Johnson
L. W. Rulien
L. B. Hampton

RECEIVED
STATE HWY ENGR
MAR 13 '74
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

#6467

5

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

RECEIVED
STATE HWY ENGR
MAR 1 1 '74
REFER TO
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FOR

Info	Inves	R/D	D/R	Sign	Act	File
						✓

[illegible] 3-11-74

March 8, 1974

NOTED
E. S. HUNTER

NOTED
E. S. HUNTER

Mr. Robert W. Ellison
Bridge Administration Engineer
Highway Building
Salem, Oregon 97310

Re: Raymond International, Inc. vs. State of Oregon
Marion County Circuit Court No. 64711 (L-5668)

Dear Mr. Ellison

Attorney Richard Franzke has forwarded to me an executed copy of the Stipulation for settlement which I have forwarded to the clerk for filing. I have also forwarded a proposed Order of dismissal to Judge Sloper. Entry of the Order will effectively conclude this case.

Mr. Franzke also returned the original price agreement executed on behalf of Raymond International by A. J. Federa, Senior Vice President. Mr. Franzke has requested that the disbursements of funds be expedited. I am forwarding the original price agreement to you. Please process the same for payment.

Sincerely

Leslie B. Hampton
Assistant Chief Trial Counsel

ljh

Enclosure

cc: Walter L. Barrie
✓A. E. Johnson
Walter J. Hart

RECEIVED
MAR 1 1 1974
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

NOTED
A. E. JOHNSON

6467

LEE JOHNSON
Attorney General

JAMES W. DURHAM
Deputy Attorney General

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

RECEIVED
STATE HWY ENGR
FEB 13 74
REFER TO
FOR
Info ves E/D D/R Sign Act File

February 12, 1974

Mr. F. B. Klaboe
Administrator & State Highway Engineer
Oregon Highway Division
140 State Highway Bldg.
Salem, OR 97310

Re: Raymond International, Inc. v. State of Oregon
(L-5668) Contract No. ~~7949~~ 6467 - Astoria Bridge

Dear Mr. Klaboe

As you know, the above case involves 15 claims against the State by Raymond International, Inc. The claims arose from the performance of Raymond's contract to complete the portion of the DeLong substructure work that remained at the time DeLong's contract was terminated. The claims total $1,276,881.64.

This case has been pending since 1957. By mutual agreement the case was dormant pending the outcome of the DeLong case. Mr. Leonard Lindas worked on the case during its early stages. It has been assigned to the undersigned the last two or three years. Last fall, Judge Sloper indicated that further action on the case would be appropriate. The past few months the undersigned, Mr. Johnson, Deputy Highway Engineer, Mr. Coulter, Assistant Highway Engineer, and Mr. Ellison, Administrative Engineer, have met with the attorney and representatives of Raymond International to disucss a possible basis of settlement. The four of us have also had three or four "day-long" meetings to discuss Raymond International's position on the various claims, our defenses to those claims, and a reasonable basis for settlement if settlement proved to be desirable and practical. Mr. Ellison and I, with assistance from Bob Poole and Keith Martin, have had other meetings to review our records and document our position on the claims.

NOTE
F. B. KLA

It has been apparent from the first that the State is vulnerable on at least four or five of the claims. We are most vulnerable on Claim 1, $82,206.55; Claim 9, $271,733.30; and Claim 10, $9,853.06. We also have real problems on a portion of Claim 2, $154,664.13 and Claim 14, $41,902.76. During our meetings, we disclosed to Raymond International that we would consider settlement of some of the claim if the settlement proposal by Raymond was reasonable. During the meetings, the Raymond people began to substantially reduce their demands on the various claims and tacitly agreed to drop three or four of them.

After our final meeting, Raymond International submitted a formal proposal of settlement for the total sum of $185,000. This was much more reasonable than we expected. We gave serious consideration to recommending the settlement to you. With your approval, conveyed through Mr. Johnson, I presented a counter-proposal of settlement in the amount of $160,000 to Raymond International, subject to approval by the Transportation Commission. I am pleased to advise you that Raymond International's local attorney, Richard A. Franzke has written to accept our settlement proposal of $160,000.

Mr. Ellison is in the process of completing a documented justification of claim settlement. I have also drafted a legal memorandum in justification of settlement. When the documents are complete, they will be forwarded to you for you approval and presentation to the Transportation Commission.

Sincerely

Leslie B Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

jv

cc: Hon. Lee Johnson
John Leahy
Walter L. Barrie
A. E. Johnson
H. S. Coulter
Walter J. Hart
R. W. Ellison

#6467

Mr. A. E. Johnson

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

RECEIVED
STATE HWY ENGR
JAN 29 '74
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

January 29, 1974

Mr. Richard A. Franzke
Davis, Biggs, Strayer, Stoel & Boley
Law Offices - 23rd Floor
900 S.W. 5th Avenue
Portland, Oregon 97204

Re: Raymond International, Inc., v. State of Oregon
Marion County Circuit Court No. 64711 (L-5668)
Contract No. ~~7949~~ 6467 - Astoria Bridge

Dear Mr. Franzke

We have reviewed your settlement proposal of the above-mentioned case for the sum of $185,747.45, as outlined in your letter of January 24, 1974 to Mr. Johnson. We have rechecked our pertinent calculations as well as reviewing the data forwarded with your letter.

We are unable to recommend to the Transportation Commission your outlined settlement. The following is a review of our principal points of difference.

RAC-1#

First, we suggested the possibility of compromising this claim on the basis of a total settlement of $100 per yard for the disputed pours. This is $35 per yard in addition to the amount previously paid which would total $25,210, rather than the $35,000 set out in your summary.

We feel that you have not adequately analyzed the liability issue on this claim. When the contract provisions for the "pay items" for tremie concrete are carefully examined with reference to the disputed pours, and when the priority of the contract documents and plans are carefully considered; it becomes apparent the State's basic position is sound.

We have suggested for discussion purposes that you may have incurred extra costs when the disputed pours were made in

NOTED
A. E. JOHNSON

the dry. We also discussed the relative ease of the disputed pours compared to the balance of the "class A" pours under these pay items. Our proposal on this calim recognizes those factors.

Although we would consider any other proposal more nearly in line with our position, we can in no way justify payment of this item in the amount requested.

RAC - 4#

As pointed out during our discussions, it is our position that we have no legal obligation to pay any part of this claim. The extra rock placed at these piers is a part of Raymond's construction proceedures. Payment of any amount can be justified only on the basis that the State received some benefit from the rock during our subsequent riprapping contract at these piers.

RAC - 6(d), 6(e) and 7#

Your analysis of our position on these three claims is correct.

RAC - 9#

We seem to be progressing "backward". The $44,500 discussed at our two meetings is now set out at $53,215.65. Be that as it may, we cannot reconcile your calculations or quantity. The top of the seal dimensions were measured while the cofferdam was dewatered. Your calculations do not seem to assume the measured size. Assuming that the dimensions of the seal increase from top to bottom, it is our belief that you are using too great an angle in your calculations. From our measurements and our knowledge of the sheet pile driving and the removal of sheet piling data, that angle is substantially less than the angle used in your calculations. We could probably go along with the $44,500 considering this as a separate item. Incidentally, we are still somewhat reluctant to include the 1,000 yards of aggregate in this claim in view of your contractual obligation to protect the work from the elements during construction.

RAC - 14 and 15#

As stated in our discussions, these are compromise items as far as we are concerned.

In the last paragraph of your letter you refer to the delay of this case during the lengthy "DeLong Trial". It has been my understanding this was for the mutual benefit of the parties. In view of the fact that R A C - 13# has been resolved, the wait seems justified both for the State and for Raymond International.

Most, if not all, of your claims are unliquidated. Thus, it would seem that an award of interest would not be the factor in the event settlement is not possible and you recovered a judgment for some amount.

However, we do sincerely appreciate the cooperation of Raymond International and of your ofice during the pendency of these claims and this case. We also appreciate the cooperation shown by you and Mr. Frail during our discussions of the claims.

We concur that a settlement, if possible, should be on an overall lump sum basis. We too, have no desire to haggle and have resisted the temptation of suggesting that we "split the difference". Instead, we have calculated a maximum counter proposal that we can recommend. We will recommend to the Transportation Commission the final full settlement of these claims and litigation for the total sum of $160,000. If the amount is acceptable to your client, please advise me so that Commission approval can be obtained.

Sincerely

Leslie B. Hampton
Assistant Chief Trial Counsel

am
cc: A. E. Johnson
H. Scott Coulter
Bob Ellison

FORM E-30

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

NOTED
H. S. COULTER

DATE January 3, 1974

TO

Mr. Frank Griffin
Chief Accountant

FROM

ORIGINAL SIGNED
R.W. ELLISON

R. W. Ellison
Bridge Administration Engineer

SUBJECT

Columbia River Bridge at Astoria
Completion of Substructure for Steel Spans
Contract 6467, Prefix 4-1806

As you may know, Raymond International, Inc., contractor on the subject project has filed a complaint in Marion County Circuit Court for some $900,000. We are pre-investigating this complaint with the possible intent of settling out of court. If this is not the case, we may be in for another protracted court case.

In either event, it is requested that you make the prefix for this project available to charge against for the work involved. If we are able to settle this case, the prefix will be required for approximately three months. If we go to court, it must be available for a year or more.

Please advise as to the proper account numbers, et cetera, to use with the prefix for this purpose.

RWE:dh

cc H. S. Coulter
L. Hampton
R. Pool
K. Martin

JAN 3 1974
Office of
State Highway Engineer

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E
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ASTORIA
BRIDGE
OFFICE

Columbia River Bridge
Contract No. 6467

ITEMIZED STATEMENT OF CLAIMS FOR ADDITIONAL COMPENSATION

NOTED
E. S. HUNTER

RAC-1	Request for Contract Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 through 20.	$ 82,206.55
RAC-2	Request for Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.	154,664.13
RAC-3	Request for Additional Compensation to Rehabilitate State Furnished Forms used in Precast Piers.	79,456.70
RAC-4	Request for Additional Compensation for Extra Expense Incurred in the Placement of Rock for Scour Protection.	50,000.00
RAC-5	Request for Contract Adjustment of Payment Quantities for Item 31A, Rock Backfill, at Piers 18,19 and 20.	1,798.00
RAC-6	Request for Additional Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.	26,107.20
RAC-7	Request for Additional Compensation for Extra Expense Incurred in the Placement of Upper Section of Downstream Precast Shell, Pier 7.	13,058.19
RAC-8	Request for Additional Compensation for Extra Expense Incurred by Core Drilling vs. Percussion Drilling.	1,892.90
RAC-9	Request for Additional Compensation for Removal and Replacement of Seal Concrete and Intrusion Aggregate in Pier 169.	271,733.30
RAC-10	Request for Contract Adjustment of Payment Quantities for Extra Cement in Intrusion Concrete, Pier 169.	9,853.06
RAC-11	Request for Additional Compensation for Changed Conditions Encountered in Cofferdam for Pier 169.	3,789.47
RAC-12	Request for Additional Compensation for Extra Expense Incurred in Maintenance of Navigation Aids and Protection.	57,999.28

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RAC-13	Request for Additional Compensation as Reimbursement for Costs of Materials Purported to be Furnished by the State at no cost to the Contractor.	Contingent ($33,158.45 now in U.S. Dist. Court - [illegible]
RAC-14	Request for Additional Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 Occasioned by the Action of the State or its Authorized Representatives.	Contingent $41,962.76
RAC-15	Request for Additional Compensation as Reimbursement for Extra Costs of Consequential Effects Occasioned by Actions of the State or its Authorized Representatives.	$167,187.95
		919,746.73

Columbia River Bridge at Astoria
Completion of Piers
Contract No. 6467
Bridge No. 7949

Analysis of final claim as presented by
Raymond International, Prime Contractor
Claim Items RAC-1 thru RAC-15

RAC-1. Adjustment of Payment Quantities for Tremie and Class "A" Concrete, Piers 5 thru 20.

The special provisions for this contract include the DeLong contract and list our design drawings among which is drawing No. 17619 which shows the division of classes of concrete (Precast shell and tremie concrete vs. cast-in-place concrete).

Dwg. 17619 is supplimented by Dwg. 19906 which shows the alternate method of pier shell construction used by Raymond International. There is nothing on this drawing which would change the division of the classes of concrete (Class A vs. Tremie) as shown on Dwg. 17619. There is a note " Tremie concrete poured to this level before setting cap " (indicating a level 8'-6" below top of shell). This statement does not indicate that Tremie concrete will not be poured above this level, as shown on Dwg. 17619; it only indicates there will be a construction joint 8'-6" below the top of the shell.

The original drawings provide the limits of the various pay items and the supplemental drawings permit the contractor to select an alternate method of construction, however, the limits of pay quantities have

No

RAC-1 (Cont.)

not been altered by this selection. Thus all concrete poured inside the limits of the precast pier shells has been included for payment as tremie concrete in accord with the original drawings regardless whether it was poured under water or in the dry.

RAC-2 Additional Compensation for the Removal of Laitance from Tremie Concrete Construction Joints.

Our specifications do state that the horizontal construction joint between Tremie concrete pours will not be required to be cleaned. The standard specifications require all work to be performed in a workman like manner. This would result in laitance being formed during a tremie pour and this nominal laitance would be allowed to remain in place. However when the contractors operations caused excessive laitance the contractor was instructed that the excessive laitance caused by his unworkmanlike actions must be removed. Nominal laitance consisted of a band of laitance three to four feet wide and 1½"-2" deep around the periphery of the pour being made with a film of laitance from 0"-¼" thick over the remainder of the pour area. Wherever this was the case the laitance remained in place and the next pour made without a cleanup. However when excessive laitance (up to two feet deep) resulting from contractors actions was present, cleanup was required. This excessive laitance resulted from water washing cement from the mix due to the concrete being allowed

No

RAC-2 (Cont.)

to cascade thru the water; from water entering the bottom of the Tremie pipe and boiling up thru the concrete in the pipe; from a stirring action resulting from contractors efforts to unplug the Tremie pipe; from the improper use of admixtures; and from leaks found in the joints of the Tremie pipe.

Raymond International poured Tremie concrete inside a total of 32 precast shells. Six of thease required cleaning prior to making the second pour and the remainder, which showed only nominal laitance, were not cleaned. The state cannot be required to accept the excessive laitance resulting from the contractors poor techniques.

RAC-3 Additional Compensation to Rehabilitate State furnished forms used in precast piers.

The special provisions state that these forms are furnished to the contractor on an "as is" basis and it shall be the responsibility of the contractor to determine to his own satisfaction the use he can make of them. Any additional costs resulting from assumptions made by the contractor that the forms were adequate must be his responsibility as per the specifications.

5860-5895
or 11-
where 15.

No Representative of Raymond International consulted the Project Bridge Engineer prior to the letting of the contract. Information concerning DeLong's experiences with the forms was freely discussed with other prospective bidders when they visited the project prior to the letting.

RAC-4 Additional Compensation for extra expense incurred in the placement of rock for scour protection.

The contractor contends that since the state Highway Bridge Engineer's letter of June 23, 1964 indicated that the State intended to take no measures to prevent scouring at pier 168, there must have been no danger of scour occurring. The contractor states that based on the above letter he anticipated no scour, yet prior to beginning work at pier 168 he installed 3,700 cu. yd. of 9"-2" rock for the sole purpose of scour prevention. There was no doubt in his mind, at that time, that scour was a possibility. It should also be noted that the contractor started placement of scour prevention rock at pier 168 prior to the time that he noted the scour at piers 17 and 16. The contractor was just cutting off falsepiles at pier 17 and had not placed any bell type piers when he started to place the rock at pier 168. As stated in the contractor's claim this rock blanket (about 4 feet thick) did prevent any scour action at pier 168.

Shown in
Plans & Specs

In the case of the precast pier shells, the contractor ecnountered some scour action when the shells were installed prior to installing the rock blanket called for on the plans, however, when the blanket was installed first the scour problem was eliminated as stated in the contractor's claim. Our plans did not say which came first, the shell or the rock, but common sense would dictate the placement of the rock first.

If the contractor visited the job site prior to making out his bid

RAC-4 (Cont.)

we did not see him. If he had contacted this office we would have told him about the scour we had encountered at piers 164 and 165. This information we gave to the contractors who did visit the job site. Also the contractor's own marine superintendent, J. P. Jones, had been superintendent for the previous contractor, (DeLong), and it is a documented fact that Mr. Jones was fully aware of the scour conditions which existed at piers 164 and 165. Had the contractor bothered to confer with their own superintendent they would have realized the possibility of scour around similar type piers in deeper water.

In direct opposition to the contractor's contentions that they anticipated no scour, under article RAC-5 they speak of advice of their marine superintendent based on previous experience in scour control work. A portion of Mr. Jones' experience in this type of work was obtained when DeLong Corp. placed rip-rap around pier 167 (a bell type pier) in order to prevent scour.

RAC-5 Adjustment of Payment Quantities for Item 31A, Rock Backfill at piers 18, 19 & 20.

At the time of placing backfill rock at piers 18, 19 and 20 we realized that filling only to the bottom of the precast shells, as shown on the plans, was both impractical and impossible and we instructed the contractor to fill an absolute minimum of one foot above the bottom of

Signed
12/6/50

RAC-5 (Cont.)

the shells to compensate for any settlement which might occur, placing techniques, etc.

Due to his method of installing the rock, and effects of the tide, the contractor was obliged to place excessive rock at one location outside of the precast shell in order to get a minimum depth of rock at another location. In some instances the depth of rock outside the precast shell was six feet above the bottom of the shell. The State recognized its obligation to pay for the extra rock at some locations in order to get the minimum of one foot cover at all locations. At pier 18, after the State informed the contractor that sufficient rock had been placed an additional 124 cubic yards of rock in excess of that required by the state was placed by the contractor who ~~and~~ signed a statement to that effect. All other rock placed at piers 18 thru 20 was paid for by the state under the appropriate bid item.

RAC-6 Compensation for Delays Occasioned by the Actions of the State or its Authorized Representatives.

a) : On August 10, 1964, at pier 19, and due to a misunderstanding between this office and the inspector on the job, the contractor was caused a 2 hour delay when the job inspector told the contractor he would not have to place backfill rock inside the precast shells and the contractor began lowering his jack up barge (No. 143). The inspector's immediate supervisor arrived at the pier site shortly thereafter and reaffirmed the position that we would want rock in place inside the precast shell

RAC-6 (Cont.)

as per the plans. The contractor began raising his jack up barge back into position. This jack down and jack up operation consumed approximately two hours and the contractor was then again doing work required by the contract.

If we allowed pouring tremie directly on the river bottom with no rock blanket we would have a band of entraped sand between the lower section of the precast shell and the tremie concrete thus eliminating bond of the tremie concrete to the shell in that area.

b): On November 16, 1964, at pier 6, the contractor moved his jacking barge into position on anchor lines as directed by our triangulation crew. When the triangulation crew informed the contractor that the floating barge was in position the barge legs were dropped to the river bottom and the barge jacked out of the water. Upon completion of the jacking operation the triangulation crew checked the final location of the barge and found it to be four feet out of the desired location. The contractor subsequently jacked the barge down and re-located.

With our check and double check system it is inconceivable that the triangulated position given to the contractor was incorrect. However, several other items could influence position. The river current could influence location as the legs were dropped and the barge jacked up. If the barge were not exactly level in the water when the legs were dropped the resulting inclination of the legs would affect position. If one or

RAC-6 (Cont.)

more legs slid into a hole after jacking has commenced mispositioning will result (this happened several times at other locations). Differential settlement of the legs could also cause mispositioning. It is not known what caused the mispositioning referred to above but it is evident several factors could be involved.

c): The contractor claims that his concrete placing crews and plant had to standby on February 8 and 9, 1965 while the anchor bolts were being relocated because of a state surveying error.

Our records show no re-locating of anchor bolts on February 8th or 9th. On February 8th the contractor was not ready to pour. The anchor bolts were not in position and the pour strip had not been placed. On February 9th the contractor installed ~~completed positioning~~ the anchor bolts and poured the concrete. Several months later the anchor bolts were found to be out of position and were subsequently moved to the correct location on an extra work order.

d): On May 18, 1965, the contractor made a tremie concrete pour inside the downstream precast shell at pier 10 and subsequent underwater inspection indicated 18" - 24" of laitance in the area outside a center bump of concrete 20' in diameter, and the contractor was told to remove same. Under water inspection on May 24, 26th and 27th, showed areas of laitance and poor concrete remaining in the area outside the center mound of concrete. The contractor was told to remove all laitance and remove the poor soft concrete only suffidently to expose the butts of the foundation piles under same.

On June 4, an underwater inspection showed several piles had not been exposed and samples taken of concrete overlaying some of the foundation piles was of poor quality, so the contractor continued work of exposing the piles.

On June 5 an under water inspection showed several piles butts still remained unexposed and the contractor continued work of exposing same. No investigation was made relative to quality of concrete remaining in place on June 5th. The contractor worked on exposing the remaining pile butts on June 5 but did no work after that date. On June 11 the contractor requested another inspection of the quality of concrete remaining in plance and a joint inspection (contractor's diver and state's diver) was made. The divers found the concrete remaining to be hard and difficult to remove with a jack hammer. Based on these findings the contractor was informed he could make the next tremie pour. Evedently the contractor had removed the last of the poor quality tremie concrete on June 4 & 5.

Our inspections were made at the request of the contractor and his requests were based upon the amount of work his divers reported completed. Since time was of the essence it seems unusual that another inspection of the tremie concrete was not requested prior to June 11.

The secondary expense referred to as modification of pier 10 cap for use at pier 11 consisted of core drilling holes in the cap to accept the dowels required for the web wall necessary at pier 11.

e): The contractor contends that at pier 12 the lifting caissons were improperly located by our triangulation crew prior to setting the pier 12 precast cap, thus resulting in damage to the precast cap.

The lifting caissons were set on July 9, 1965 and the precast cap was lifted off the barge and lowered into position on July 12, 1965, 3 days later. At the job site it was determined that the lifting caissons had been about 1 foot out of position when the precast cap had been lowered down. Because of the inherant checks in our triangulation system it is inconceivable that the lifting caissons could be set one foot out of position.

It is entirely possible however, that the contractor's barges could shift one foot or more in position during the three day period prior to setting the cap. Less than a month prior to this incident, movement of both jack-up barges was noted. During the three day period at that time barge 159 moved 0.95 feet from its initial position and barge 143 moved 1.27 feet. This movement was determined by traingulation fixes.

If the contractor had taken normal precautions and checked to see if the dowels extend~~ed~~ing below the cap would fit in the top of the precast shell, no damage would have been done to the precast cap. The previous contractor (DeLong) took such precautions when lowering precast caps into position.

RAC-7 Compensation for extra expense incurred in the placement of upper section of downstream shell, pier 7.

Interference with previously [illegible] driven fcundation piles caused difficulty in placing the bottom section of the dowstream precast shell at pier 7 and the necessary corrective work was done on an extra work basis. After completion of this work the top section of the shell was placed and found to be in the proper location at the time of setting. Later observations indicated that the top of the top section was no longer in a satisfactory position and repositioning was necessary.

I believe that the necessity for repositioning was caused by one, or both, of two factors. The first is that, as reported by Raymond's own divers, the shells and false caps were found to sway three or four inches due to the effects of the river current against the shells. This was due to the unsupported length of the false piles (seven to ten feet) extending below the bottom of the shell as a result of over excavation at this pier which allowed the shell and false piles to sway much like a tree in the wind. This situation was eliminated on subsequent piers by placing the rock backfill prior to setting the precast shells.

The second factor was the opening and closing of the joint between the upper and lower sections of the shell at elevation minus 33. Our diver reported that at the downstream side of the downstream shell this joint was opening and closing due to the current action with a maximum opening of approximately one inch. This indicates that the planes of

RAC-7 (Cont.)

contact of the two sections were not true planes and the upper section was rocking on top of the lower section. At the time of repositioning the upper section this situation was rectified by Raymond's crews when they placed $1\frac{1}{4}$" shims between the two shells on the downstream side of the shell.

In view of the above I believe the need for repositioning was caused by the contractor's construction procedures and is therefore the responsibility of the contractor.

RAC-8 Compensation for extra expense incurred by core drilling vs. percussion drilling.

dowels cast into top of cap

At piers 5, 11, & 12 holes for dowels were core drilled in accord with the State's request. At pier 17 holes for anchor bolts were drilled by percussion method. In the case of the holes for dowels many holes were drilledlin a line and it was feared that the use of percussion drills in these instances could cause a fracture plane along the line of holes. In the case of the anchor bolts, more or less isolated holes were drilled and the danger of creating a fracture place was not present.

RAC-9 Additional Compensation for removal and replacement of seal concrete and intrusion aggregate in pier 169.

Drawing No. 19904, which the contractor contends shows the lines

RAC-9 (Cont.)

to which the seal is to be removed, actually states the seal is "to be removed and replaced as per special provisions." The special provisions state, "Remove the portion of the existing seal above elevation -65."

While it is true that the plans and specs do not indicate that the cofferdams were not built exactly to the lines indicated on the original plans (upstream cofferdam was approx 2 feet wider and 2 feet longer at the top of the seal than shown on the original plans; downstream cofferdam was only a few inches larger than plan.). This information was given to contractors when they visited the job site prior to bidding. Raymond did not send a representative to this office prior to bidding and thus either bid the job blind or received their job site information elsewhere.

Our specifications did state that tightly bonded concrete could be left between flanges of the foundation piles, however, no mention was made about concrete in the arches of the sheet piles. A very small amount of tightly bonded concrete was found between the flanges of the foundation piles and what little was found was allowed to remain in place. Much of the concrete which the contractor claimed, at the time of removal, was tightly bonded could be removed by our diversusing a crow bar. Our divers Our divers said it would fall apart when they jabbed it with a crow bar. This we required the contractor to remove. We instructed our divers to search for and cut off a foundation pile which had the hardest concrete

RAC-9 (Cont.)

they could find bonded in the flanges. While the pile was being raised to the surface some of the concrete fell out of the flanges and more of it fell out while the pile was being transferred to the State maintanence yard. Needless to say the concrete in the flanges was very poor quality.

The contractor used dynamite to remove some portions of the old seal but this was only in the shadow areas under struts and wales where the contractor could not get at the concrete with his cable hung equipment.

The contractor contends he should have not been required to remove old seal concrete outside the deminsions of the seal as shown on the plans. Our special provisions states he is to remove the "existing seal."

The contractor contends he was required to remove the concrete from between the flanges of the foundation piles. This is true since most of this material was found to be other than "tightly bonded." The contractor also states he was required to remove "all original seal concrete within the cofferdam limits. - - - - down to designated elevation, (-65)." This statement is not true. There were numerous isolated humps of concrete one to two feet above the designated elevation that the state allowed the contractor to leave in place in both cofferdams.

RAC-10 Adjustment of payment quantities for extra cement in Intrusion Concrete, pier 169.

The contractor contends that since the cofferdams at pier 169 were larger in plan than the neat lines of the seal as shown on the plans he should be paid for all the extra cement used in the seal outside the neat lines as shown on the plans. This he claims in spite of the fact that our specifications state that payment will be made on the yardage within the neat lines of the seal, specifically excluding cement in "oversize seals."

Again, if the contractor had visited my office prior to the bidding he would have known that the cofferdams were not constructed in strict conformance to the dimensions of seal shown on the plans and could have made any adjustments he felt necessary in his bid price.

We did increase the cement content of the seal concrete, per cubic yard, over that specified and have included the extra cement used within the neat lines of the seal in our cement adjustment.

RAC-11 Additional Compensation for correction of conditions encountered in cofferdam for pier 169.

The downstream cofferdam at pier 169 as installed by the DeLong Corporation was found to be damaged below the elevation of the top of the seal at the north end of the west wall. This damage was, of necessity,

RAC-11 (Cont.)

repaired by Raymond International prior to pouring the new seal.

Upon presentation of proper billing this claim should be paid.

RAC-12 Compensation for extra expense incurred in maintanence of navigational aids and protection.

The contractor claims that a system of buoys, placed by the Coast Guard, would have been the most effective way to warn ships away from the cofferdams at pier 169. In a letter from Raymond International to our Astoria office, date of December 17, 1964, the project manager states Raymond will pay the expense of installing and maintaining these buoys. On December 21, 1964, Mr. Merchant informed the project manager, by phone, that the Coast Guard at Tongue Point had three buoys available for Raymond's use. On December 29, 1964, the project manager informed me that Raymond was going to install a guard barge with lights on the channel side of pier 169. This barge was installed during the week of January 18, 1965. It appears that the alternate use of a guard barge instead of buoys was Raymond's election.

Relative to the contractor's contention that a potentially dangerous navigational condition was occasioned by the State's selection of the bridge site, it appears that a prudent contractor, knowing of an existing shipping channel would investigate as to the possible hazards before bidding on the project.

RAC-13 Compensation as Reimbursment for Costs of Materials Purported to be Furnished by the State at no Cost to the Contractor.

The contractor states that he is being sued by DeLong Corporation for payment of forms, jigs and materials which the specifications stated would be furnished to Raymond by the State at no cost to Raymond. Raymond is claiming what ever amount the court may award DeLong plus the defense costs.

This matter is now being handled by our legal department.

RAC-14 Compensation for Extra Costs Incurred in Fender Construction at Pier 170 and Pier 169 occasioned by the action of the State or its Authorized Representatives.

The special provisions for this project state, "Pier fender for Pier 170 shall be completed within 120 calendar days after the steel superstructure contractor clears the area and the contractor on this project is so notified by the engineer." A similar statement is made regarding the fender at pier 169.

The contractor now states that he has bden delayed in starting the fender and as a result is entitled to additional compensation for increased labor costs. Delay beyond what date is not specified in the claim. The contractor also intimates that the actions of state representatives will cause him additional costs on the fender at Pier 169 which has not even been started yet.

RAC-15 Reimbursement for Extra Costs of Consequential Effects occasioned by Actions of the State or its Authorized Representatives.

Under this item the contractor requests that we refund the liquidated damages which have been assessed by the Highway Commission to date.

They also request that they be paid for general expense and overhead costs applicable to the contract time extensions requested. It appears that any such costs have been included in the extra work payments which the contractor has received to date.

In paragraph 2 the contractor states that "no contract time extensions were granted for such reasons (force accounts) by the state at the time of performance of these "Force Accounts." " It is the policy of the state to grant time extensions only at the completion of a project. Such time extensions were granted for the force account work performed in unit 2.

R. W. Ellison
R. W. Ellison
Project Bridge Engineer
November 10, 1965

6461 -

WF 003-1014)

LEE JOHNSON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

To AEJ
for info

October 19, 1973

Mr. Richard A. Franzke
Davies, Biggs, Strayer Stoel and Boley
Law Offices
23rd Floor
900 S. W. 5th Avenue
Portland, Oregon 97204

Re: Raymond International, Inc. vs. State of Oregon
Marion County Circuit Court No. 64711 (L-5668)

Dear Mr. Franzke

You have had discussions and correspondence with Mr. Lindas, and later with Mr. Barrie and I, regarding the desirability of the officials and engineers of the Highway Division meeting with their counterparts from Raymond International to discuss in detail the claims giving rise to the above mentioned litigation.

As a tentative date we would suggest the week of December 10th with the discussions to commence on Tuesday or later in that week. I recognize the logistical problem that you and your client may have in assembling the necessary personnel for the discussions. If that week is not practical, please advise me of other possible dates.

Sincerely

Leslie B. Hampton
Assistant Chief Trial Counsel

dd

cc: Walter L. Barrie
E. S. Hunter
Robert W. Ellison

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STATE HWY ENGR
OCT 26 '73
REFER TO
FOR
Info | Invest | Rep | Dir | Sign | Act | File

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OCT 22 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

102-1606 Corvallis Tr. Sig. Install. at 1964
2nd, 3rd & 4th Sts., Corvallis-Lebanon Hwy. (Harrison & VanBuren Sts.)
#6468

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APR 27 1965
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6468

April 27, 1965

Glens Falls Insurance Company
Pacific Coast Department
Cahill Building
350 Sansome Street
San Francisco, California 94104

Gentlemen:

On April 13, 1965, we wrote to you concerning release of final payment on Contract No. 6468 awarded to Madson and Stokes Electrical Contractors for traffic signal installation in Corvallis (2nd and 4th Streets) of the Corvallis-Lebanon Highway in Benton County.

Final payment on this contract is $951.10 and the total contract amount is $9,889. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Madson & Stokes Electrical Contractors
526 S.E. Lane
Roseburg, Oregon

Fred L. York Insurance
1200 High Street
Eugene, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
APR 8 - 1965

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[illegible]

6468

April 7, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed March 30, 1965 on Contract No. 6468. The contract was with Madson and Stokes Electrical Contractors and was for Second and Fourth Street traffic signals on the Corvallis-Lebanon Highway in Corvallis in Benton County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 7, 1965, and that you concur in this procedure at the Commission meeting on April 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I shall consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
R. D. Asburry

TE:bg

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MAR 10 1965
FOR FILING

January 27, 1965

[illegible]son & Stokes Electrical Contractors
526 S. E. Lane
Roseburg, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 27, 1965 considered your request for 20 additional workdays to complete Contract No. 6468 for traffic signal installation in Corvallis (2nd & 4th Sts.) of the Corvallis-Lebanon Highway in Benton County.

After considering the recommendation of the Engineer and other available information, the Commission granted you three additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rg

cc: R. D. Asburry
Jack Davis
L. H. Young
I. D. Merchant
C. H. Maison

RECEIVED
DEC 28 1964
FOR FILING
6468

December 23, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 2
January 26, 1965

Gentlemen:

Madson and Stokes Electrical Contractor on Contract No. 6468 has requested an extension of 20 days time without assessment of liquidated damages in which to complete the work on traffic signals at Second and Fourth Streets in Corvallis.

An investigation discloses that the contractor was delayed three days by conditions beyond his control in completing the contract. It is requested that the contractor be granted three days extension without assessment of liquidated damages in which to complete the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachments

cc Floyd Query
R. L. Porter
P. M. Stephenson
Lloyd Shaw
Victor D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison
Ray Asburry

CAG:jm bjs

NOV 1 2

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6468 Contractor Madsen & Stokes Electrical Contractors

Highway Corvallis - Lebanon

Section 2nd St. and 4th St., (Corvallis)

Kind of Work Traffic Signal Installation

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend the increase of three days within which to complete said contract without liquidated damages, this being the number of days it took to perform Part 2 of the contract, "Revise Existing Traffic Signal Installation", which work was not available to the contractor until expiration of the contract number of workdays.

Recommended for Approval:

R. D. [illegible]
Division Engineer

Irvin V. Merchant
~~Construction Engineer, or~~
Bridge Engineer

P. M. Stephenson
Ass't. State Highway Engineer

Contract No. 6468

Project designation state (State-Federal)

Date awarded July 14, 1964

Work started October 5, 1964

Per cent completed 90% Nov. 20, 1964 (Date)

No. of Workdays Allowed 90

No. of Workdays Used 93

No. of Added Workdays Requested 20

NOV 1 2 REC'D

E-320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date November 9, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 70 days to 90 days, within which to complete our Contract No. #6468, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: The actual completion of the job has been held up because of the late opening of the Corvallis Bridge over the Willamette River and we have been unable to affectly complete the one-way grid system. We have discussed the matter with the City of Corvallis and have arrived at a temporary solution to the one-way grid system after the bridge is opened, even though the new bridge will be two-way traffic. Some time in the summer of early spring the two bridges will be in full operation to the one-way grid system and at that time we will be able to fully complete the contract. We are therefore requesting an additional twenty (20) days so that we may have some workdays to complete the project before the opening of the new bridge and the spring opening of the complete project.

Respectfully submitted,

DAWSON & STOKES ELECTRICAL CONTR.
Contractor

By Chas A Stokes
Chas A. Stokes, partner

CONSENT OF SURETY

Date November 9, 1964

We, GLENS FALLS INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Fred York
Fred York Attorney-in-fact

(SEAL)

Fred L. York
Fred L. York Resident A

RECEIVED
OCT 1 5 1964
FOR FILING

6468

SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 12, 1964

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

BUILDING

Madson and Stokes Electrical Contractors started work on Contract No. 6468, 2nd and 4th Streets (Corvallis) traffic signal installation on the Corvallis-Lebanon Highway in Benton County on October 5, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: F.A. Query

NOTED
FLOYD QUERY

RECEIVED
JUL 17 1964
FOR FILING
7017

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 16, 1964

Madson & Stokes Electrical Contractors
P. O. Box 220
Roseburg
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6468 for the following project:

Corvallis Traffic Signal Installation at 2nd; 3rd; 4th Street on Corvallis-Lebanon Highway (Harrison & VanBuren Streets) in Benton County.

This award was based on your low bid of $9,931.80 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
F. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUL 16 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 14, 1964

Mr. John F. Porter
City Manager
City Hall
Corvallis, Oregon

Dear Sir:

In reference to your phone call to Mr. R. L. Porter, Deputy Highway Engineer, regarding bids received on the traffic signal installation projects in your city, attached are copies of the State Highway Engineer's estimate of cost for comparison of bids for July 13, 1964. Please note that satisfactory bids were received on both projects and the apparent low bidder on these two projects was Madson & Stokes Electrical Contractors of Roseburg.

We trust this is the information you have requested and if we may be of further assistance to you in this or other matters, please call on us.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

H. S. Cox
County and City Division Engineer

DNH:mm
Encl.

cc: R. L. Porter ✓
bc: ~~Ivan Merchant~~
F. B. Crandall

OFFICE OF
STATE HIGHWAY ENGINEER

EIV

CORVALLIS TRAFFIC SIGNALS (STATE)

2ND, 3RD & 4TH STREETS AT HARRISON & VAN BUREN STREETS

CORVALLIS-LEBANON HIGHWAY

BENTON COUNTY

State Project
Job No. 7546E

Bids Received July 13, 1964

1.	All Required	Traffic Signal Installation and Revision, Complete	$ -	$ 11,500.00
			For Comparison of Bids	$ 11,500.00

5 Bids rec'd. [illegible] & Stokes Elect. Cont. $9,931—
Roseburg

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$ 11,500.00
Anticipated Additional Items: None	-0-
	11,500.00
Engr. & Cont. (12½%)	1,437.50
Estimated Net Authorization, Constr.	$ 12,937.50

$6,500 from City

CORVALLIS TRAFFIC SIGNALS (CITY)

NINTH ST. AT HARRISON, VAN BUREN & MONROE STREETS

AND 29TH ST. AT HARRISON STREET

BENTON COUNTY

City Project
Job No. 7546F

Bids Received July 13, 1964

1.	All Required	Traffic Signal Installation and Revision, Complete	$ -	$ 14,000.00
		For Comparison of Bids		$ 14,000.00

5 Bids rec'd. [illegible] Stokes Elect. Cont.
Roseburg $ 13,355±

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$ 14,000.00
Anticipated Additional Items: None	-0-
	14,000.00
Engr. & Cont. (12½%)	1,750.00
Estimated Net Authorization, Constr.	$ 15,750.00

Refer to City

RECEIVED
JUN 18 1964
FOR FILING

103-1603

MISC. CONTRACTS AND
AGREEMENTS No. [illegible]

Salem, Oregon
June 16, 1964

Traffic Signal Agreement
Corvallis-Lebanon Highway #210
(Harrison-VanBuren Sts. Couplet)
City of Corvallis

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of a traffic signal agreement with the City of Corvallis providing for installation of signals at various intersections of the Corvallis-Lebanon Highway (Harrison-Van Buren Streets Couplet) in Corvallis.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Corvallis, Oregon.

Secretary

rn
Attach: 1

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JUN [illegible] 1964
[illegible] HIGHWAY

Salem, Oregon
June 15, 1964

SUBJECT: Traffic Signal Agreement
Corvallis-Lebanon Highway #210
(Harrison-VanBuren Sts. Couplet)
City of Corvallis

To: Mr. Floyd Query
OFFICE

Attached are three copies of the subject agreement providing for installation of signals at various intersections of the Corvallis-Lebanon Highway (Harrison-Van Buren Streets Couplet) in Corvallis.

City has submitted a warrant for $6,500 covering City's cost of participation in said project.

Upon completion, City will at its own expense maintain signals and pay for all electrical energy consumed by same.

Two copies of the agreement have been executed by the proper city officials and now require the approval of the Assistant State Highway Engineer and your certification.

This project has prior commission approval of 12/18/63.

Don Harwell
Don Harwell, Office Engineer
County and City Division

DNH:eb
Att.

cc: Tom Edwards
F. B. Crandall

Ruth,
For distribution after Engineer has signed
FQ

NOTED
FLOYD QUERY

S-524(1) Hervey Br., E. of Coquille 1964

#6469

CYA
2720

OREGON STATE
HIGHWAY DEPARTMENT
FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 87361

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-1[illegible]-6[illegible]	[illegible]		[illegible]-1[illegible]-[illegible]

Coos County
Courthouse
Coquille, Oregon

Att: Board of County Commissioners

NOTED
H. S. COX

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final [illegible] [illegible] Bridge Section, [illegible]. Covered by agreement dated [illegible] 3, 19[illegible].			
County advance deposit		17,[illegible].00	
Less amount previously transferred		1[illegible],5[illegible].00	
			5,[illegible].00
County share construction cost		15,315.08	
Less amount previously transferred		1[illegible],[illegible].00	
			[illegible],315.08
Refund Due County			[illegible],1[illegible].[illegible]

RECEIVED
MAR 14 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

ACKNOWLEDGMENT OF BILLING RECEIPT

[illegible] ____________
By ____________

A

RECEIVED
JUN 28 1965
FOR FILING
S-524(1)
6469

June 28, 1965

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

On May 4, 1965, we wrote to you concerning release of final payment on Contract No. 6469 awarded to Tom Lillebo Construction Company for the Hervey Bridge on Lee-McKinley Road (FAS 914) in Coos County.

Final payment on this contract is $3,900.30 and the total contract amount is $77,112.65. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Ward Cook-Rodgers Insurance Co.
603 Panama Building
Portland 4, Oregon

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

C. H. Maison
Attn: John Herr

Fas 914

COOS COUNTY
HIGHWAY DEPARTMENT
P. O. BOX 666 COQUILLE, OREGON

H. S. COX

NOTED
DON HARWELL

May 21, 1965

RECEIVED
JUN 1 - 1965
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

State Highway Engineer
State Highway Building
Salem, Oregon

Attention: Mr. H. S. Cox
County - City Engineer

Dear Sir:

The Hervey Bridge was inspected on May 25, 1965, in company with representatives of the State Highway Dept., the Bureau of Public Roads, and the contractor.

The Board of Commissioners accepts the Hervey Bridge and wishes to thank all participants for their cooperation in providing Coos County with well constructed bridge.

Very truly yours,

COOS COUNTY BOARD OF COMMISSIONERS

J. J. Geany
Charles W. Mahaffy

BA:bd

c/c Eugene H. Ash
L. R. Chandler

NOTED
V. R. [illegible]

MAY 3 - 1965

FOR FILING

6469

May 3, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 22, 1965, on Contract No. 6469. The contract was with Tom Lillebo Construction Company and was for work on Hervey Bridge on the Lee-McKinley Road, FAS 914 in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 27, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
L. R. Chandler

TE:bg

MAR 3 [illegible]

STATE COPY

Contr S-[illegible]4(1)
Billed
6467

477 Cottage Street, N.E.
Salem, Oregon - 97301

March 16, 1965

Original signed by
L. R. Backlund
Admin. Manager

08-35.5

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. C. H. Maison

By:

A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
Administrative Manager

Current Billing for February

This will confirm our verbal discussion concerning the current billing for February. Pursuant to our verbal agreement, the billing is being processed in the amount claimed.

Adjustments in amounts claimed will be made in March as follows.

An overclaim on the following projects resulted from the machine program providing that the retent amount would be based on 5% or $5,000, whichever is the lesser. This misunderstanding has been corrected to provide for the correct retent of 10% or $5,000, whichever is the lesser.

Prefix No.	Federal Aid Project No.	Amount
8-1045	F-124(23)	28.04
615-1013	I-5-1(54)	375.00
617-1057	I-5-2(24)	172.41
617-1058	I-5-2(34)	316.25
626-1004	I-80N-2(18)	(1.40)
504-1098	S-195(3)	5.32
506-1010	S-524(1)	1,734.56

Included in the claim is the amount of $285.77 on Project F-122(14). The final voucher on this project was submitted on 12/30/64. A review of the vouchers covering the costs involved disclosed that the charge to the construction engineering prefix was in error. It was agreed that a transfer voucher would be processed to transfer the costs involved to the proper maintenance prefix.

RECEIVED
MAR 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Orig to Maison
3-18-65

Copy To Young
3-30-65

RECEIVED
AUG 18 1964
FOR FILING

6469

FORM E-122X 20M 12-63
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 17, 1964

Mr. A.N. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Hervey Bridge
Contract No. 6469
Federal Aid Project No.
S-524(1)

Work on this project started August 11, 1964.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: D.B. Parkes
F.A. Query
C.M. Maison
L.H. Young

FLOYD QUERY

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 8-30	FO PR-2 (R 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	TATE Oregon
		COUNTY Coos
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 8-4-64	PROJECT NO. S-524(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. N. Fk. Coquille R.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-19-64	0.039
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 86,144.00	$ 54,200.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By ~~A. M. Parsons~~
(Division Engineer)

By: L.R. Backlund
L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer August 4, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid Secondary
Project No. S-524(1)

HERVEY BRIDGE ON FAS 914 IN

COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 21, 1964

Type Code X061
Hervey Bridge (Br. #9325) (Sta. 2+90 to Sta. 4+94) (Contract 6469)

Remove Old Bridge	All	Required	$	$ 2,100.00
Shoring, Cribbing, Etc.	All	Required		4,700.00
Structural Excavation	500	Cu.Yds.	5.00	2,500.00
Structural Excavation Below Elevation Shown	50	Cu.Yds.	12.00	600.00
Furnish Timber Piling	560	Lin.Ft.	0.60	336.00
Furnish Treated Timber Piling	1,605	Lin.Ft.	1.40	2,247.00
Drive Timber Piles	78	Only	35.00	2,730.00
Class "A" Concrete (515 Cu. Yds.)	All	Required		39,000.00
85' to 90' Type IV Prestressed Beams	4	Only	2,750.00	11,000.00
Metal Reinforcement (103,000 Lbs.)	All	Required		13,000.00
				$78,213.00
Flagging (57½% of Contractor's Cost)	All	Required		$ 50.00
Signing	All	Required		50.00
				$ 100.00
	Subtotal			$78,313.00
	10% Engr. & Cont.			7,831.00
	Total			$86,144.00

Length of Structure - - - - - - - - - - - 0.039 Mile

Federal Funds -	$54,200.00
State Funds -	15,972.00
County Funds -	15,972.00
	$86,144.00

State Funds For Const.: Chap. 175, 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

RECEIVED
JUL 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6469

July 16, 1964

Tom Lillebo Const. Co.,
P. O. Box 45
Reedsport
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6469 for the following project:

Harvey Bridge construction in Coos County.

This award was based on your low bid of $78,213.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. C. Savage (SLAC)
I. D. Merchant

OREGON STATE HIGHWAY DEPA ME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-14-64	CC 808		506-1010-297

INVOICE NUMBER
82091

NOTED
P. B. Arensmeier

Coos County
Courthouse
Coquille, Oregon
Att: Board of County Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

NOTED
DON HARWELL

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			17,500.00
Partial transfer of advance deposit for the Hervey Bridge Section, FAS 914. Covered by agreement dated July 3, 1964.			12,500.00
To be retained			5,000.00

RECEIVED
JUL 15 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. M. ALLIS

NOTED
R. H. PRANGE

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

NOTED
V. R. JONES

A 150 (REVISED 7-60)

Form A-139

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

Section	Hervey Bridge Bridge No. 9325	**Contract No.**	6469 (BR)
Highway	Lee - McKinley Road, FAS 914	**F. A. Project No.**	S-524(1)
County	Coos	**Job Prefix**	506-1010
Kind of Work	Structure	**Date of Award**	July 14, 1964
Contractor	Tom Lillebo Construction Co., 130 East Railroad Avenue, Reedsport, Oregon	**Division Engineer**	L.R. Chandler
Specified Work Days	90	**Resident Engineer**	Eugene Ash

CONSTRUCTION AUTHORIZATION

Contract amount		$ 78,213.00
Additional anticipated items:		
Flagmen and Guide Signs	$ 100.00	
		100.00
Subtotal		$ 78,313.00
Contingencies (4½%)		3,524.08
Construction Engineering (8%)		6,265.04
Subtotal		$ 88,102.12
Credit for maintenance rock		
Total original construction authorization		$ 88,102.12

Coos Co
FAS # 914

RECEIVED
JUL 16 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
[illegible] WELL

Authorization increases, approved by Commission:	
	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

State Printing

(Continued on reverse side)

NOTED
R. H. PRANGE

NOTED
H. S. COX

NOTED
R. M. ALLISON

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

July 14, 1964

Coos County Board of Commissioners
Courthouse
Coquille, Oregon

Gentlemen:

On July 13, a satisfactory bid was received from Tom Lillebo Construction Company of Reedsport for constructing the Hervey Bridge Section of FAS 914. As per the agreement between State and County, the following advance deposit is required from the county prior to awarding of a contract:

Bid Items	$78,213.00
Flagging	100.00
Engineering & Contingencies	9,789.13
Estimated Total Cost.........	$88,102.13

County Advance Deposit:
20% of $88,102.13 = $17,620.43 or say $17,500.00

We have on hand Coos County's check in the amount of $17,500 which represents the required advance deposit and the contract can now be awarded.

As the amount of the check is slightly less than the required amount, it may be necessary to bill the county for an additional amount when final settlement is made on the project provided the total final cost is equal to the present estimate. Two checks drawn to Coos County by the Highway Department in the amounts of $1,202.61 and $750.63 will be delivered to you by Mr. H. S. Cox in the near future. These checks are for refunds due the county on the North Tenmile Lake Bridge and the two Salmon Creek Section projects.

Very truly yours,

H. S. Cox
County and City Engineer

by

V. R. Jones
Planning Engineer

NOTED
V. R JONES

VRJ:mm
bc: R. N. Chase

RECEIVED
JUL 7 1964

FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
July 6, 1964

FAS-C Finance Agreement
Hervy Bridge
FAS 914, Coos County

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Finance Agreement with Coos County covering the construction of the Hervy Bridge on FAS 914 in Coos County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Coos County.

Secretary

rn
Attach: 1

Fas 910
Coos

NOTED
H. S. COX

County of Coos
COQUILLE, OREGON

BOARD OF
COUNTY COMMISSIONERS
J. J. Geaney
Charles W. Mahaffy
Howard B. Lentz, Jr.

June 19, 1964

NOTED
DON HARWELL

NOTED
R. M. ALLISON

Mr. H. S. Cox
City & County Relations Engineer
State Highway Department
403 State Highway Building
Salem, Oregon

Gentlemen:

Enclosed please find our check for $17,500 to apply on the County share for the Hervey Bridge F.A.S. Project.

We are endorsing and returning two (2) State Highway Checks,

1.	Salmon Creek Section Grading	FAS 806	$ 750.63
2.	North Ten Mile Bridge Section	FAS 890	$ 1202.61
			1953.24

We would like to have you apply this to our Hervey Bridge Project.

Thank you for the help in getting this project on the road.

Yours sincerely,
Board of Commissioners

J. J. Geaney
J. J. Geaney, Chairman

Charles W. Mahaffy
Charles W. Mahaffy, Commissioner

Howard B. Lentz, Jr., Commissioner

JJG:il
enc. 3 checks.

These checks are
deposited in John Hersi's safe
6-22-64 V.J.

RECEIVED
JUN 2? 1964
FOR FILE

Commissioners
Tallant Greenough, Coquille
Chairman
Joseph W. Smith, Klamath Falls
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Wayne E. Phillips, Baker

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

CONSTRUCTION DIVISION
JUN 19 1964
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

June 17, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

We have reviewed the prospectus for location survey entitled:

Hervey Bridge Section, FAS 914, Coos County.

There will be no fishery protection problems connected with this project. The usual precautions should be taken to guard against excessive siltation.

We appreciate being able to comment on this project.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director, OFC
Copies to:
- Lloyd Shaw
- L. H. Young
- Frank Hall
- T. C. Roake
- J. E. Morelock
- L. R. Chandler (2)

NOTED
LLOYD H. SHAW

NOTED
DON HARWELL

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

RECEIVED
JUN 15 1964
ENGINEER
COUNTY & CITY DIVISION

Subject: Federal Aid Project No. ______________

Highway No. **FAS 914**

Project Name **Hervey Bridge Section**

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses. NONE

*3. ~~We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.~~

Dated at Coquille, Oregon, this 8th day of June, 1964.

Coos County by its
Board of County Commissioners

J J Geaney
Chairman

Charles W. McGaffey
Commissioner

Howard B. Booth
Commissioner

NOTED
R. H. PRANGE

NOTED
V. R. JONES

*Certify either paragraph 2 or 3.

NOTED
V. R. JONES

MEMO TO J. W. NASH Date: May 29, 1964

FAS 914 , COOS COUNTY - Hervey Bridge Section

TERMINI: Bridge over North Fork Coquille River 5.0 miles east of Coquille.

PROPOSED WORK: Construct a reinforced concrete bridge.

NOTED
P. B. Arensmeier

PROJECT LENGTH: 0.039

NOTED
R. H. PRANGE

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$90,000	$54,000	$18,000	$18,000 (County)

NOTED
R. M. ALLISON

EXISTING FACILITIES: Log span, with timber approaches, 170' long and 15'3" wide on a winding, low traffic road in mountainous contry. Log stringers are decayed and superstructure is in poor condition.

ADJACENT SECTIONS:

NORTH/[redacted] END: County will construct a 28' roadway section with a 28' stone surface.

SOUTH/[redacted] END: County will construct a 28' roadway section with a 28' stone surface.

PROJECT DATA: Construct a reinforced concrete bridge 204 feet long and with a clear width of 28 feet. There will be a 24° curve on the north end of the structure and a "T" intersection 50 feet from the south end. The County will grade and surface the approaches on improved alignment. Maximum grade - 6% on approaches.

RIGHT OF WAY: Minimum 90 feet. No Displaced Persons.
ACCESS CONTROL: None

RR XING: None
MINIMUM DESIGN STANDARDS: No exceptions

SYSTEM ACTION: None required
PUBLIC HEARING: None required

UNUSUAL OR COMPLICATED SITUATIONS: None

ROUTE DATA: Road runs through mountainous cutover land mainly in pasture land. Large ranches devoted to dairying and stock raising. Farm to market, minor log hauling, recreational, mail and school bus route.

NOTED
V. R. JONES

VRJ:eb

[illegible]
Fas 914

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

May 13, 1964

NOTED
R. H. PRANGE

Coos County Board of Commissioners
Courthouse
Coquille, Oregon

NOTED
R. M. ALLISON

Hervey Bridge Section
FAS 914, Coos County

Gentlemen:

Enclosed are two option forms in triplicate and three right-of-way maps covering subject project. Please return a signed or conformed copy of each option to this office so that we might be informed of the conditions, if any, of each transaction.

Also enclosed are two right-of-way certification forms. After all right-of-way has been acquired, please return one signed copy to this office.

Very truly yours,

H. S. Cox,
County and City Division Engineer

By

R. H. Prange
Field Engineer

RHP:mm
Encl.

RECEIVED
MAY 13 1964
ENGINEER
COUNTY & CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1964

To: Mr. H. S. Cox
County-City Engineer
Highway Building

SUBJECT: File Nos. 36902-A & 36902-B
Hervey Bridge Section
Lee-McKinley Highway
Coos County

Attached you will find two original option forms in quadruplet covering right of way to be acquired in connection with Hervey Bridge Section of the Lee-McKinley Highway in Coos County. This contract is scheduled for letting on July 13, 1964.

Please return a signed or conformed copy of each option to the State Highway Department, Right of Way Department so that we may inform the Engineers of the conditions, if any, on each transaction.

We are attaching four prints of map No. 1R-4-47 covering this area and bearing our date of May 7, 1964.

File No.	Name	Area	
36902-A	W. H. Hervey, et al	0.08 Acre	P 1
		0.16 "	P 2
36902-B	Lloyd K. Mast, et ux	0.18 "	P 1
		0.24 "	P 2

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encs. 2 Option-4 Prints

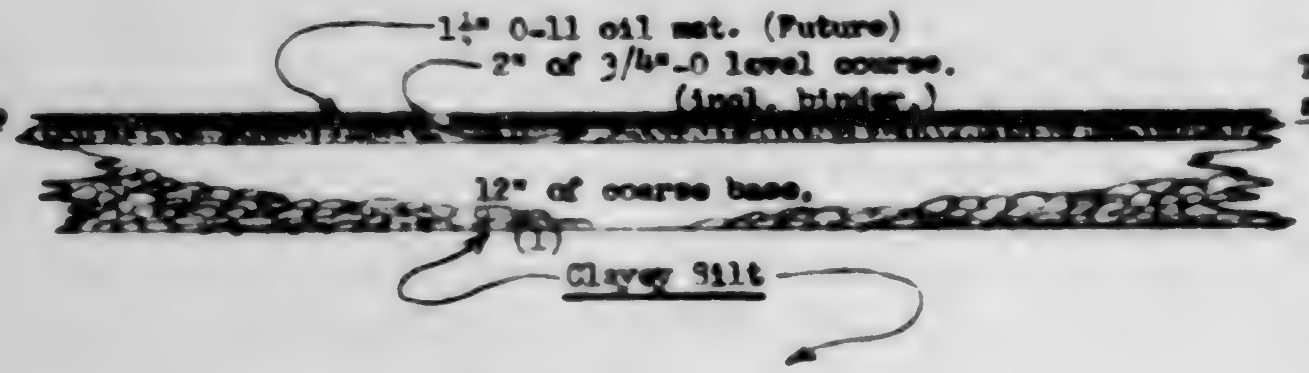
cc: L. R. Chandler
L. W. Riley

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
APR 16 1964
FOR FILING

Section HARVEY BRIDGE E. FORK COQUILLE RIVER Highway F.A.S 914 County COOS Profile 506-145
Res. Engr. B. D. Johnson Approx. Length of Project 0.15 Miles. Sta. ______ to Sta. ______ Date 4-7-64

TYPICAL SECTIONS Traffic Classif. - MEDIUM HEAVY (LOGGING)


1¼" 0-11 oil mat. (Future)
2" of 3/4"-0 level course. (incl. binder.)
Future
12" of coarse base.
(1)
Clayey Silt

To be placed at a future date.

Required Base & Surf. Crushed	Required Base & Surf. Not Crushed	Designed Surf. & Base Select. Surf. Allow.	Designed Surf. & Base New Work	
			1¼	0-11
			2	Level
			12	Base
15¼			15¼	

(1)
Typical Soil

63	LL
21	PI
99	% P10
66	% P200
1	% Gravel
8	% C Sand
26	% F Sand
44	% Silt
21	% Clay
20	"R" Value (Corrected)

AASHO CLASSIF. - A-7-5 (14)

State participation is for location survey, to prepare plans, specifications, and estimates. Coos County will construct approaches. Project Base Design prepared to assure ample subgrade width.

4-7-64

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be furnished by Coos County.											

NOTED
LLOYD P. SHAW

B.P.R.
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

Submitted by [illegible]
Soils Engineer

Recommended by F. F. Becker
Asst Construction Engineer

Recommended by O. A. White

Approved by [illegible]
Deputy State Highway Engineer

PAVEMENT TYPE SELECTION

HEDVEY BRIDGE
N. FORK COQUILLE RIVER
F.A.S 914
COOS COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM HEAVY 1959 Present ADT 50 1980 ADT 85 % Heavy Vehicles 25
(NOTE: Increase classification one step for heavy logging use)(LOGGING)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual Precipitation [illegible] 72"±

4. Performance of Similar Pavements in Area: Good X Fair ________ Poor ________
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil or Gravel Surface.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers to consider an oil mat at a future date.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

RECEIVED
MAR 31 1964

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

March 20, 1964

Mr. Forrest Cooper
State Highway Engineer
P. O. Box 30
Salem, Oregon, 97310

Attention: Mr. F. D. Morgan

Re: Hervey Bridge Section
FAS 914, Coos County

Dear Sir:

The above titled prospectus, received on March 16, 1964 has been reviewed by our staff.

No fishery problems are anticipated provided that fish passage be maintained and siltation held to a minimum during the construction period.

Bringing this matter to our attention is appreciated.

Sincerely,

William D. Clothier
WILLIAM D. CLOTHIER, ACTING
STATE FISHERIES DIRECTOR

CONSTRUCTION DIVISION
RECEIVED
MAR 23 1964

cc: Oregon Game Commission

Copies to:
Lloyd Shaw
L. H. Young
Frank Hall
T. C. Roake
L. R. Chandler (2)
J. E. Morelock

RECEIVED
MAR 23 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 16 1964
FOR FILING

3-11-64

Prefix No. 506-1451

NOTED
R. L. PORTER

LOCATION PROSPECTUS
HERVEY BRIDGE SECTION
FAS 914
COOS COUNTY

HIGHWAY: Lee-McKinley County Road, Federal-aid Secondary No. 914.

TERMINI: The west end of the survey will be at the intersection of the Lee-McKinley and Lee Valley County Roads. The east end of the survey will be some 800 feet easterly of the above-mentioned intersection.

LENGTH: 0.15 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for the replacement of an existing 170-foot timber and log bridge. The County will construct approaches. Reconnaissance is not necessary. Soils investigations will be conducted. There are no special drainage problems. This project need not be tied to the Lambert Grid System. This is a FAS-C project using 1965 funds.

CHARACTERISTICS: The Coos County ADT for 1963 is 50. The rise and fall and central angle of the proposed project will be approximately 15 feet and 50 degrees respectively.

STANDARDS: Class "F". Maximum grade 9 per cent. Maximum curvature 24 degrees.

TYPICAL SECTION: Two 10-foot travel lanes with 4-foot shoulders.

BRIDGE: The new bridge will have a 28-foot horizontal clearance. No sidewalks are proposed. If the survey indicates an alignment change, no detour will be necessary; however, no alignment change will necessitate the construction of a detour with a low-water crossing to provide for traffic during construction.

ACCESS: This is a county road with no control of access.

BASE DESIGN: The tentative design for construction is:

Wearing Surface	1-1/4"	0-11
Top Course Base	2 "	Leveling
Bottom Course Base	12 "	Coarse Base
Total Depth	15-1/4"	

NOTED
FORREST COOPER

MATERIAL SOURCE: Local commercial or county.

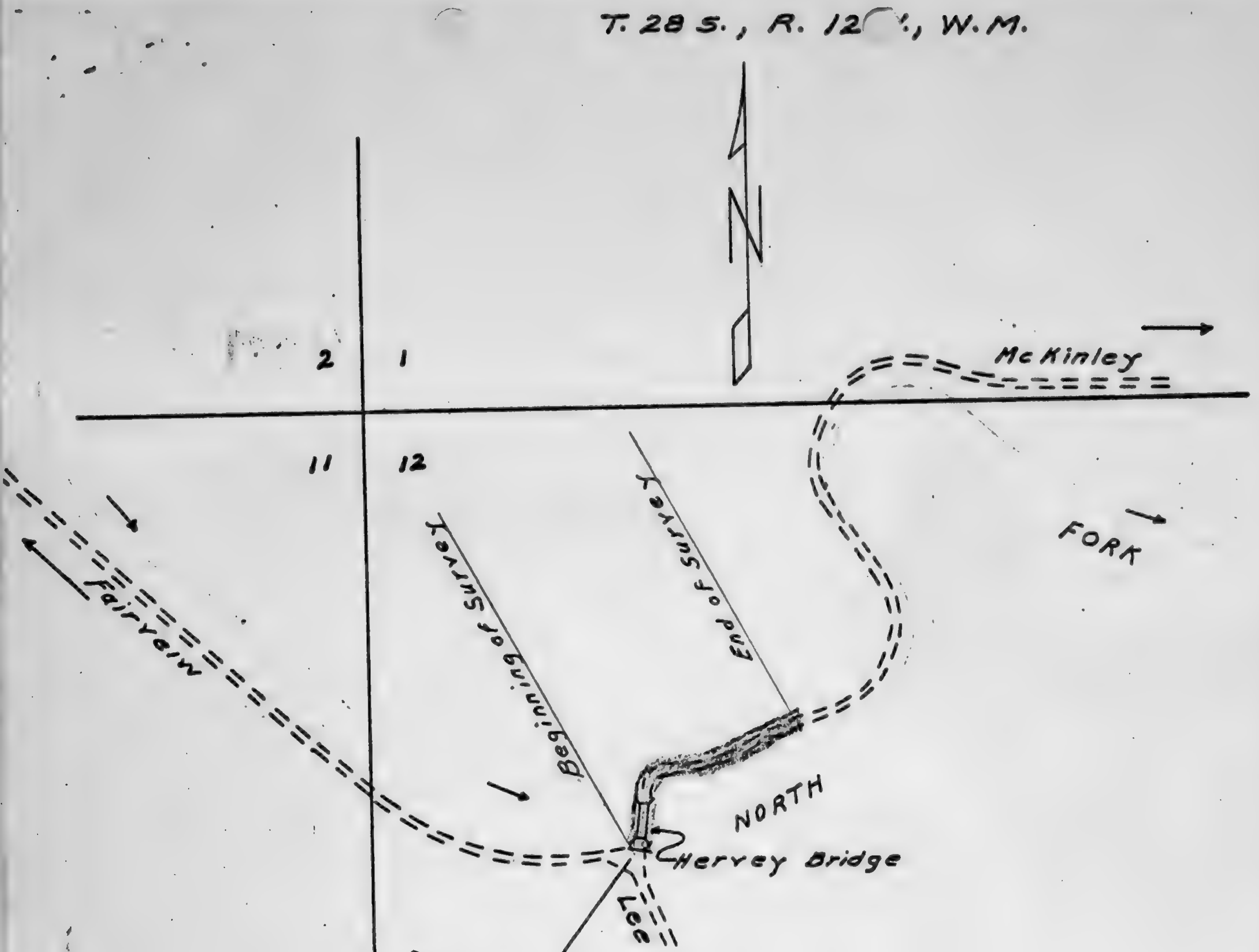
ADDITIONAL FACILITIES: No railroads.

AGREEMENTS: Routine negotiations with the County for an FAS-C project.

PARKS: None affected.

March 11, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

OFFICE OF
STATE HIGHWAY ENGINEER


T. 28 S., R. 12 W., W.M.
N
2
1
11
12
McKinley
FORK
Fairvew
Beginning of Survey
End of Survey
NORTH
Hervey Bridge
Lee Valley Road
11 mi.
Coquille
11 mi.
COQUILLE RIVER
Norway
℄
14'
14'
BRIDGE SECTION

SKETCH MAP
HERVEY BRIDGE SITE
LEE VALLEY ROAD COOS COUNTY

RECEIVED
MAR 9 - 1964
FOR FILING
3 634(1)
64-1

Salem, Oregon
March 9, 1964

Harvey Bridge
Lee Valley Road
Coos County

Mr. F. D. Morgan
Construction Engineer
Building

Attention: Ben Gifford

Mr. Cox is going to ask the County to provide for a 28-foot, instead of a 26-foot, structure. The prospectus should either be held in abeyance or a supplemental version should be anticipated.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment
(Authority for Survey)

12-30-63

COOS COUNTY
PROPOSED PROJECT (1965 Funds)

FAS 914, Hervey Bridge, North Fork Coquille River, $74,000.

This project requires the replacement of the present 170' timber and log structure with a new bridge on improved alignment. It has not been decided at the present whether the roadwork will be constructed by the County or included in the FAS contract.

Approved
1-30-64

64-a
12/30/63

I-5-2(35) Grave Cr.-Jumpoff Joe Cr. 1964
68 Sec., Pacific Hwy. (Grad., Pav.
#6470 & Signing) [redacted]

RECE
DEC 6 - 1966
FOR

December 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-2(35)68

Dear Sir:

Your January 3, 1966 endorsement noted that contract work on Contract No. 6170, Grave Creek-Jumpoff Joe Creek Section in Josephine County, Federal-Aid Project No.I-5-2(35)68, was satisfactory. The State Highway Commission authorized acceptance of the contract as of April 15, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force
Order (including the establishment period)
by State Forces, or others, was completed
October 14, 1966.

Contractor's wage certification is dated 4-8-66.

Attachments are as follows:

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JK:cr

cc: C. H. Maison
F. D. Morgan
R. N. Chase

RECEIVED
OCT 18 1966

FOR FILING

[illegible] (35) 68

6470

October 17, 1966

The Aetna Casualty and Surety Company
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

A post-final payment for $2,758.25 will be made to Peter Kiewit Sons' Company on Contract No. 6470 for grading, paving, and signing on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County, as soon as the warrant is prepared.

The total amount paid on this contract will be $2,056,939.54 including the post-final payment. Of the total $58,601.84 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Peter Kiewit Sons' Company
711 East Main Street
Medford, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
OCT 19 1966
FORM 2-30 50M 10-65 SP*23401-734
FOR FILING

5 2 (35) Ext
~~10-18~~
6410 10-28

NOTED
F. B. KLABOE

B/up 2 wks

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1966

To:

1034 Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: Grave Creek-Jumpoff Joe Creek
Contract No. 6470
Assignment 1034-FBK

The contractor's (Kiewit) letter of September 13 was sent to our field engineers for comment. The response from Assistant Resident Engineer McNamee is attached and has helped us in a further discussion with Bureau of Public Roads in seeking their participation in Price Agreement No. 5. Their Area Engineer and District Engineer are now agreeable to such participation and will recommend it to their auditors.

We have therefore approved P.A. #5 in the amount of $2,758.25 and are forwarding it through usual channels.

Since the contractor's letter was in response to our request, I do not believe there is need for further correspondence with the contractor at this time. He did not ask for a reply. We will put a bring-up on our file to follow up on the outcome with the Bureau of Public Roads. We hope to learn something from this one that will help us in clearing other adjustments in the future.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fp
Enc.
cc L. H. Young

10-18-66 message from John Bond:
BPR approved participation. Post final voucher to cover payment was sent to contractor 10-13-66.

NOTED
F. B. KLABOE

RECEIVED
1966
OFFICE OF
[illegible]

FORM 2-30 60M 2-65 SP*6470-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Oregon
September 21, 1966

SUBJECT: Price Agreement No. 5
Grave Creek-Jumpoff Joe Creek
Pacific Highway
Josephine County
Contract No. 6470

To: Mr. John Quiner II
Asst Div Engr
Roseburg, Oregon

Herewith a reply to your letter dated September 19, 1966 requesting additional information pertaining to Peter Kiewit Son's Company claim for extra compensation.

The contractor did not notify the State in writihg about his intended claims until May 2, 1966. Several times during the construction of the project, Mr. Scott, project superintendent said he wanted extra compensation for various work he was performing, such as the 6 claims presented to our office May 2, 1966. On most occasions, after discussing the project specifications with Mr. Scott, the subject of extra compensation was dropped.

However, on the 6 claims presented by the contractor, the contractor did keep separate record of the equipment and labor used on this work in their field office. The time cards were marked "extra work" and I would check these cards periodically to see that they agreed closely to the work performed.

When we instructed the contractor to install perforated drain pipe through the summit, this area was not yet to grade throughout and the contractor was still drilling to obtain the required subgrade or top of selected subgrade. In fact, Mr. Scott wanted to know if we were going to require this pipe installation and the location of it, so that he could drill below grade enough to loosen the proposed pipe line area and reduce the amount of time to complete the project.

We advised the contractor August 16, 1965, that we wanted to install this drain pipe and he drilled along the line of the pipe below grade on the 16th, 17th and 18th of August. This drilling extra deep was not claimed by the contractor. However, after the shot, there was still considerable drilling and shooting required before the entire trench could be excavated to grade.

Regarding this pipe installation through the summit, the contractor was not sure he was going to submit a claim for extra compensation at first, but he did state that he would keep records on the amount of equipment and labor cost and if the cost was more than he was getting paid, a claim for the amount of difference would be submitted.

In my opinion the work was not prosecuted as diligently as possible.

I hope this will suffice your request.

James W McNamee

James W. McNamee
Ass't Resident Engineer

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884

MAIN OFFICE: OMAHA 31, NEBR.
1000 KIEWIT PLAZA

ADDRESS REPLY TO:

711 East Main Street
Medford, Oregon 97501

September 13, 1966

Routing
Decker
Barbee
Walker
Glenn
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
SEP 15 1966
CONSTRUCTION
DIVISION

State Highway Engineer
State Of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. B. Klaboe

Re: OSHD Conract No. 6470
Grants Pass #3402
Serial Letter M-5

Gentlemen:

We are in receipt of and have reviewed your letter of August 30, 1966, concerning Price Agreement No. 5 for the above referenced contract.

On Items 1, 2, and 3 of Price Agreement No. 5 Mr. Guy Scott, our superintendent, notified Mr. Glenn Roberts, Resident Engineer, and Mr. James McNamee, Assistant Resident Engineer, that these three items of work were not applicable to any contract pay items and that we request additional payment for them. We started the work immediately upon the State's direction. During the performance of this work, Mr. Scott and Mr. McNamee, daily, recorded and agreed upon the man-hours and equipment hours utilized in this work. These agreed upon hours are the basis of our request for payment.

Yesterday, I discussed Item 4 of Price Agreement No. 5 with Mr. Roberts and Mr. McNamee. Mr. Roberts cannot remember being notified on this item; however, Mr. McNamee stated that he was positive that Mr. Scott did notify him that we would request additional payment for this work. We kept records of our costs on this item, but the State did not. We did not prohibit the State from keeping a record of this work.

In general, these four items are work for which, in the past and now, the State of Oregon has written Price Agreements and Extra Work Orders in order to reimburse the contractor. However, it requires time to acquire authorization and to perform the required paperwork for the execution of a Price Agreement or an Extra Work Order. Since time was of the essence, as is witnessed by the substantial liqidated damages assessed on the project, we performed the work as soon as we were directed. However no decisions, Price Agreements, or Extra Work Orders were issued after we requested additional compensation for work which is normally reimbursed by these methods. Therefore we waited for an answer to our requests, performed the work, recorded our costs, and then received no answer to our requests.

We trust that the above information is sufficient in order for payment to be made on Price Agreement No. 5.

Very truly yours,

Peter Kiewit Sons' Co.

R. L. Legg
R. L. Legg
Medford Area Manager

cc: State Highway Deparment (2)
    Vancouver
    File

RECEIVED
SEP 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 31 1966
FOR FILING

7-5-2([illegible])68

6470

August 30, 1966

Peter Kiewit Sons' Company
711 East Main Street
Medford, Oregon

Attention Mr. R. L. Legg

Gentlemen:

Re: Grave Creek-Jumpoff Joe Creek
Section, Contract No. 6470

Price Agreement No. 5 on the subject project has been submitted for final approval and covers adjustment of prices on four items. In order to clear these for payment and secure Federal participation, we need some further information not presently available to us. This concerns compliance with Section 1.9.6., Claims for Extra Compensation, as set forth in our 1954 Standard Specifications which applied to this project.

Will you please submit further information which will show that proper notice was given by the contractor to the effect that extra compensation for these items would be sought.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler
G. E. Roberts

JAB:bjm srb

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1966

SUBJECT: Grave Creek-Jumpoff Joe Creek Section
Contract No. 6470

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

A couple weeks ago I discussed briefly with you the matter of a rather gray area claim on this project.

The contractor has signed the Price Agreement questioned in the attached draft letter in the amount of $2,758.25 and acknowledged in writing that it would be final settlement of all claims on this project. We prefer to call this a late Price adjustment rather than a claim, but we have encountered the usual BPR negative attitude towards participation at this late date.

Based on just the ~~limits~~ merits of the work done we believe the price adjustments are proper; however, a close questioning of the field personnel involved has come up with nothing in the way of evidence of prior notice from the contractor on this matter, so at this point we are at a loss to show the Bureau that this Price Agreement is in complete accord with our specifications. In an effort to resolve the matter one way or another, I suggest the attached letter. Since the field has already approved the Price Agreement, after some negotiation and a reduction in the amount on the part of the contractor, it would seem that this further inquiry of the contractor should come from a new direction.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:bjm
Attachments

RECEIVED
AUG 30 1966
OFFICE
STATE HIGHWAY ENGINEER

A

STATE COPY

RECEIVED
JUN [illegible] 1966
FOR FILING

Monthly transaction number 6-122	FO PR-2A U.S. DEPARTMENT OF COMMERCE (5-3 -67) BUREAU OF PUBLIC ROADS **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 6/20/66	ate Oregon
		County Josephine
Project report number I 5 13 (35) 68		Project number I-5-2(35)68

6470

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 2, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 2,304,287

Revised Federal funds $ 2,125,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of June, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By __________

____
(Title)

By __________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XBy A. W. Parsons
(Division Engineer)

By L R Backlund
L. R. Backlund, Administrative Manager

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(35)68

GRAVE CREEK-JUMPOFF JOE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices and revised to reflect reduction in cost for slide correction.)

Salem, Oregon, June 14, 1966

Type Code 6201
Roadway (Sta. Le 445+00 to Sta. Le 745+10)(Contract 6470)

Clearing and Grubbing	All	Required		$ 90,000.00
Drainage Excavation, Unclassified	10,600	cu.yds.	$ 2.50	26,500.00
Embankment Foundation Excavation, Unclassified	58,500	cu.yds.	1.00	58,500.00
General Excavation, Unclassified	1,697,700	cu.yds.	0.45	763,965.00
Extra for Selected Subgrade Material	92,000	cu.yds.	0.20	18,400.00
Short Overhaul	5,247,000	yd.sta.	0.02	104,940.00
Long Overhaul	130,000	C-yd.sta.	0.50	65,000.00
Blade Grader	26	hours	16.00	416.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Seeding	55	acres	110.00	6,050.00
Mulching	55	acres	250.00	13,750.00
Grass Seed, Creeping Red Fescue	605	lbs.	1.00	605.00
Grass Seed, Chewings Fescue	440	lbs.	1.00	440.00
Grass Seed, Perennial Ryegrass	165	lbs.	1.00	165.00
Grass Seed, Newport Bluegrass	275	lbs.	1.00	275.00
Dutch White Clover	165	lbs.	1.00	165.00
Inorganic Fertilizer, 10-16-8	220	cwt.	6.00	1,320.00
12-inch Culvert Pipe	690	lin.ft.	3.00	2,070.00
18-inch Culvert Pipe	3,000	lin.ft.	6.00	18,000.00
24-inch Culvert Pipe	720	lin.ft.	7.00	5,040.00
36-inch Culvert Pipe	460	lin.ft.	13.00	5,980.00
12-inch Metal Culvert Pipe	840	lin.ft.	3.00	2,520.00
Salvage and Reinstall Culvert Pipe	42	lin.ft.	5.00	210.00
12-inch Culvert End Sections	10	only	25.00	250.00
18-inch Culvert End Sections	25	only	30.00	750.00
24-inch Culvert End Sections	6	only	50.00	300.00
36-inch Culvert End Sections	5	only	200.00	1,000.00
6-inch Perforated Drain Pipe	10,950	lin.ft.	2.50	27,375.00
8-inch Perforated Drain Pipe	1,650	lin.ft.	3.00	4,950.00
6-inch Perforated Metal Drain Pipe	170	lin.ft.	2.50	425.00
8-inch Perforated Metal Drain Pipe	5,000	lin.ft.	3.00	15,000.00
10-inch Perforated Metal Drain Pipe	100	lin.ft.	3.50	350.00
12-inch Perforated Metal Drain Pipe	2,750	lin.ft.	4.00	11,000.00
Special Backfill in Drains	3,560	cu.yds.	8.00	28,480.00
Concrete Inlets, Type G-1	18	only	140.00	2,520.00
Concrete Inlets, Type D	2	only	200.00	400.00
Adjustment of Manholes	1	only	100.00	100.00
Reconstruction of Manholes	6	only	200.00	1,200.00

Cap Inlets	2 only		$ 200.00
Class "A" Concrete	420 cu.yds.	$ 60.00	25,200.00
Metal Reinforcement	85,000 lbs.	0.12	10,200.00
Metal Guard Rail	31,000 lin.ft.	2.25	69,750.00
Metal Median Barrier	16,000 lin.ft.	3.50	56,000.00
Type 2 Barricade	440 lin.ft.	5.00	2,200.00
Rail End Pieces	35 only	4.00	140.00
Portable Barricades	10 only	100.00	1,000.00
Salvage and Reinstall Guard Rail	300 lin.ft.	2.00	600.00
Guide Posts, W-1	260 only	7.50	1,950.00
Type 2 Fence	3,000 rods	7.00	21,000.00
12' x 48" Metal Gates	2 only	100.00	200.00
Coarse Crushed Material in Base	88,300 tons	2.00	176,600.00
3/4" - 0 Material in Base	10,500 tons	2.058	21,525.00
Sprinkling	6,600 M-gals.	1.00	6,600.00
Plant-Mix Bituminous Base	21,000 tons	3.90	81,900.00
Asphalt in Bituminous Base	840 tons	37.00	31,080.00
Asphaltic Concrete Mixture	35,000 tons	3.90	136,500.00
Asphalt in Mixture	1,930 tons	37.00	71,410.00
RS-1 Asphalt	4 tons	100.00	400.00
Asphaltic Concrete Traffic Markers, Type "L"	150 lin.ft.	1.00	150.00
Removal of Existing Sign Installation	All Required		200.00
Sign Support Footings	All Required		300.00
Single Sign Supports	All Required		1,100.00
Wood Sign Posts	All Required		600.00
Type "A" Signs in Place	157 sq.ft.	6.00	942.00
Type "C" and "D" Signs in Place	438 sq.ft.	4.00	1,752.00
			$2,009,810.00
Flagging (57½% of Contractor's Cost)	All Required		15,000.00
Slide Correction	All Required		21,000.00
Horizontal Drains	All Required		25,000.00
			$ 61,000.00
Utilities			
Work by Pacific NW Bell	All Required		$ 1,612.00
Work by Pacific NW Bell	All Required		18,548.00
Work by Pacific Power & Light Co.	All Required		3,837.00
			$ 23,997.00
	Subtotal		2,094,807.00
	10% Engr. & Cont.		209,480.00
	Total		$2,304,287.00

Length of Roadway - - - - - - - - - - - - -	4.478 miles
Cost of Roadway per Mile- - - - - - - - - -	$514,579.49

Federal Funds -	$ 2,125,000.00
State Funds -	179,287.00
	$ 2,304,287.00

State Funds for Const.: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

State Funds for Maint.: Chapter 529, Laws 1939.

GRAVE CREEK-JUMPOFF JOE CREEK SECTION

Project No. I-5-2(35)68

Estimated cost of work by the Pacific Power & Light Company

Materials	$ 1,021.00
Labor	2,219.00
Equipment	390.00
Accounting, Etc.	726.00
Salvage Credit	-519.00
	$ 3,837.00

Estimated Cost of Work by the Pacific Northwest Bell Telephone Company.

Estimate No. 43571

Labor	$ 471.00
Materials	639.00
Equipment	45.00
	$ 1,155.00
Engineering	457.00
	$ 1,612.00

Estimate No. 10976

Labor	$ 3,028.00
Overhead	1,309.00
Material and Supplies	9,394.00
Equipment (Co. Owned)	417.00
Contract Labor, Equipment, etc.	4,000.00
Right of Way	400.00
	$18,548.00

STATE COPY

Monthly transaction number APR 3 1965 4-18	F PR-2A (8- .7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number FOR FILING 10	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 3-16-65	County Josephine
6470		Project number I-5-2(35)68

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 2**, 19**64**, is hereby modified as follows:

Revised estimated total cost of project $ 2,391,187.00

Revised Federal funds $ 2,205,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 16 day of March, 19 65.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

XX A. W. Parsons
(Division Engineer)

By: L R Backlund
L. R. Backlund, Administrative Manager

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(35)68

GRAVE CREEK-JUMPOFF JOE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, March 3, 1965

Type Code 6201
Roadway (Sta. Ls 445+00 to Sta. Ls 715+10)(Contract 6470)

Clearing and Grubbing	All	Required		$ 90,000.00
Drainage Excavation, Unclassified	10,600	cu.yds.	$ 2.50	26,500.00
Embankment Foundation Excavation, Unclassified	58,500	cu.yds.	1.00	58,500.00
General Excavation, Unclassified	1,697,700	cu.yds.	0.45	763,965.00
Extra for Selected Subgrade Material	92,000	cu.yds.	0.20	18,400.00
Short Overhaul	5,247,000	yd.sta.	0.02	104,940.00
Long Overhaul	130,000	C-yd.sta.	0.50	65,000.00
Blade Grader	26	hours	16.00	416.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Seeding	55	acres	110.00	6,050.00
Mulching	55	acres	250.00	13,750.00
Grass Seed, Creeping Red Fescue	605	lbs.	1.00	605.00
Grass Seed, Chewings Fescue	440	lbs.	1.00	440.00
Grass Seed, Perennial Ryegrass	165	lbs.	1.00	165.00
Grass Seed, Newport Bluegrass	275	lbs.	1.00	275.00
Dutch White Clover	165	lbs.	1.00	165.00
Inorganic Fertilizer, 10-16-8	220	cwt.	6.00	1,320.00
12-inch Culvert Pipe	690	lin.ft.	3.00	2,070.00
18-inch Culvert Pipe	3,000	lin.ft.	6.00	18,000.00
24-inch Culvert Pipe	720	lin.ft.	7.00	5,040.00
36-inch Culvert Pipe	460	lin.ft.	13.00	5,980.00
12-inch Metal Culvert Pipe	840	lin.ft.	3.00	2,520.00
Salvage and Reinstall Culvert Pipe	42	lin.ft.	5.00	210.00
12-inch Culvert End Sections	10	only	25.00	250.00
18-inch Culvert End Sections	25	only	30.00	750.00
24-inch Culvert End Sections	6	only	50.00	300.00
36-inch Culvert End Sections	5	only	200.00	1,000.00
6-inch Perforated Drain Pipe	10,950	lin.ft.	2.50	27,375.00
8-inch Perforated Drain Pipe	1,650	lin.ft.	3.00	4,950.00
6-inch Perforated Metal Drain Pipe	170	lin.ft.	2.50	425.00
8-inch Perforated Metal Drain Pipe	5,000	lin.ft.	3.00	15,000.00
10-inch Perforated Metal Drain Pipe	100	lin.ft.	3.50	350.00
12-inch Perforated Metal Drain Pipe	2,750	lin.ft.	4.00	11,000.00
Special Backfill in Drains	3,560	cu.yds.	8.00	28,480.00
Concrete Inlets, Type G-1	18	only	140.00	2,520.00
Concrete Inlets, Type D	2	only	200.00	400.00
Adjustment of Manholes	1	only	100.00	100.00
Reconstruction of Manholes	6	only	200.00	1,200.00

Cap Inlets	2 only		$ 200.00
Class "A" Concrete	420 cu.yds.	$ 60.00	25,200.00
Metal Reinforcement	85,000 lbs.	0.12	10,200.00
Metal Guard Rail	31,000 l.ft.	2.25	69,750.00
Metal Median Barrier	16,000 lin.ft.	3.50	56,000.00
Type 2 Barricade	440 lin.ft.	5.00	2,200.00
Rail End Pieces	35 only	4.00	140.00
Portable Barricades	10 only	100.00	1,000.00
Salvage and Reinstall Guard Rail	300 lin.ft.	2.00	600.00
Guide Posts, W-1	260 only	7.50	1,950.00
Type 2 Fence	3,000 rods	7.00	21,000.00
12' x 48" Metal Gates	2 only	100.00	200.00
Coarse Crushed Material in Base	88,300 tons	2.00	176,600.00
3/4" - 0 Material in Base	10,500 tons	2.058	21,525.00
Sprinkling	6,600 M-gals.	1.00	6,600.00
Plant-Mix Bituminous Base	21,000 tons	3.90	81,900.00
Asphalt in Bituminous Base	840 tons	37.00	31,080.00
Asphaltic Concrete Mixture	35,000 tons	3.90	136,500.00
Asphalt in Mixture	1,930 tons	37.00	71,410.00
RS-1 Asphalt	4 tons	100.00	400.00
Asphaltic Concrete Traffic Markers, Type "L"	150 lin.ft.	1.00	150.00
Removal of Existing Sign Installation	All Required		200.00
Sign Support Footings	All;Required		300.00
Single Sign Supports	All Required		1,100.00
Wood Sign Posts	All Required		600.00
Type "A" Signs in Place	157 sq.ft.	6.00	942.00
Type "C" and "D" Signs in Place	438 sq.ft.	4.00	1,752.00
			$2,009,810.00
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Slide Correction	All Required		100,000.00
Horizontal Drains	All Required		25,000.00
			$ 140,000.00
Utilities			
Work by Pacific NW Bell	All Required		$ 1,612.00
Work by Pacific NW Bell	All Required		18,548.00
Work by Pacific Power & Light Co.	All Required		3,837.00
			$ 23,997.00
	Subtotal		$2,173,807.00
	10% Engr. & Cont.		217,380.00
	Total		$2,391,187.00

Length of Roadway - - - - - - - - - - - - - - - 4.478 miles
Cost of Roadway per mile - - - - - - - - - - $533,985.48

Federal Funds - $ 2,205,000.00
State Funds - 186,187.00
$ 2,391,187.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

GRAVE CREEK-JUMPOFF JOE CREEK SECTION

Project No. I-5-2(35)68

Estimated cost of work by the Pacific Power & Light Company.

Materials	$1,021.00
Labor	2,219.00
Equipment	390.00
Accounting, Etc.	726.00
Salvage Credit	- 519.00
	$3,837.00

Estimated Cost of Work by the Pacific Northwest Bell Telephone Company.

Estimate No. 43571

Labor	$ 471.00
Materials	639.00
Equipment	45.00
	$1,155.00
Engineering	457.00
	$1,612.00

Estimate No. 10976

Labor	$ 3,028.00
Overhead	1,309.00
Material and Supplies	9,394.00
Equipment (Co. Owned)	417.00
Contract Labor, Equipment, etc.	4,000.00
Right of Way	400.00
	$18,548.00

RECEIVED

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. FOR FILE 9-2-64	Form PR-2 (Rev. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. [illegible]	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 9-2-64	COUNTY Josephine
		PROJECT NO. I-5-2(35)68

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Grave Cr. to Jumpoff Joe Cr.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-19-64	4.478
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,364,791.00	$ 2,175,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd L. Shaw

Assistant State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

L K Backlund
By: L. K. Backlund, Administrative Manager

Date executed by Division Engineer September 2, 1964

Federal-Aid
Project No. I-5-2(35)68

Oregon State Highway Department

GRAVE CREEK-JUMPOFF JOE CREEK SECTION
OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1964

Type Code 6201
Roadway (Sta. LS 445+00 to Sta. LS 745+10) (Contract 6470)

Clearing and Grubbing	All	Required		$ 90,000.00
Drainage Excavation, Unclassified	10,600	cu.yd.	$ 2.50	26,500.00
Embankment Foundation Excavation, Unclassified	58,500	cu.yd.	1.00	58,500.00
General Excavation, Unclassified	1,697,700	cu.yd.	0.45	763,965.00
Extra for Selected Subgrade Material	92,000	cu.yd.	0.20	18,400.00
Short Overhaul	5,247,000	yd.sta.	0.02	104,940.00
Long Overhaul	130,000	C-yd.sta.	0.50	65,000.00
Blade Grader	26	hour	16.00	416.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	9,500	lin.ft.	0.20	1,900.00
Seeding	55	acre	110.00	6,050.00
Mulching	55	acre	250.00	13,750.00
Grass Seed, Creeping Red Fescue	605	lb.	1.00	605.00
Grass Seed, Chewings Fescue	440	lb.	1.00	440.00
Grass Seed, Perennial Ryegrass	165	lb.	1.00	165.00
Grass Seed, Newport Bluegrass	275	lb.	1.00	275.00
Dutch White Clover	165	lb.	1.00	165.00
Inorganic Fertilizer, 10-16-8	220	cwt.	6.00	1,320.00
12-inch Culvert Pipe	690	lin.ft.	3.00	2,070.00
18-inch Culvert Pipe	3,000	lin.ft.	6.00	18,000.00
24-inch Culvert Pipe	720	lin.ft.	7.00	5,040.00
36-inch Culvert Pipe	460	lin.ft.	13.00	5,980.00
12-inch Metal Culvert Pipe	840	lin.ft.	3.00	2,520.00
Salvage and Reinstall Culvert Pipe	42	lin.ft.	5.00	210.00
12-inch Culvert End Sections	10	only	25.00	250.00
18-inch Culvert End Sections	25	only	30.00	750.00
24-inch Culvert End Sections	6	only	50.00	300.00
36-inch Culvert End Sections	5	only	200.00	1,000.00
6-inch Perforated Drain Pipe	10,950	lin.ft.	2.50	27,375.00
8-inch Perforated Drain Pipe	1,650	lin.ft.	3.00	4,950.00
6-inch Perforated Metal Drain Pipe	170	lin.ft.	2.50	425.00
8-inch Perforated Metal Drain Pipe	5,000	lin.ft.	3.00	15,000.00
10-inch Perforated Metal Drain Pipe	100	lin.ft.	3.50	350.00
12-inch Perforated Metal Drain Pipe	2,750	lin.ft.	4.00	11,000.00
Special Backfill in Drains	3,560	cu.yd.	8.00	28,480.00

Concrete Inlets, Type G-1	18	only	$140.00	$ 2,520.00
Concrete Inlets, Type D	2	only	200.00	400.00
Adjustment of Manholes	1	only	100.00	100.00
Reconstruction of Manholes	6	only	200.00	1,200.00
Cap Inlets	2	only	100.00	200.00
Class "A" Concrete	420	cu.yd.	60.00	25,200.00
Metal Reinforcement	85,000	lb.	0.12	10,200.00
Metal Guard Rail	31,000	lin.ft.	2.25	69,750.00
Metal Median Barrier	16,000	lin.ft.	3.50	56,000.00
Type 2 Barricade	440	lin.ft.	5.00	2,200.00
Rail End Pieces	35	only	4.00	140.00
Portable Barricades	10	only	100.00	1,000.00
Salvage and Reinstall Guard Rail	300	lin.ft.	2.00	600.00
Guide Posts, W-1	260	only	7.50	1,950.00
Type 2 Fence	3,000	rod	7.00	21,000.00
12' x 48" Metal Gates	2	only	100.00	200.00
Coarse Crushed Material in Base	88,300	ton	2.00	176,600.00
3/4" - 0 Material in Base	10,500	ton	2.05	21,525.00
Sprinkling	6,600	M-gal.	1.00	6,600.00
Plant-Mix Bituminous Base	21,000	ton	3.90	81,900.00
Asphalt in Bituminous Base	840	ton	37.00	31,080.00
Asphaltic Concrete Mixture	35,000	ton	3.90	136,500.00
Asphalt in Mixture	1,930	ton	37.00	71,410.00
RS-1 Asphalt	4	ton	100.00	400.00
Asphaltic Concrete Traffic Markers, Type "L"	150	lin.ft.	1.00	150.00
Removal of Existing Sign Installations	All	Required		200.00
Sign Support Footings	All	Required		300.00
Single Sign Supports	All	Required		1,100.00
Wood Sign Posts	All	Required		600.00
Type "A" Signs in Place	157	sq.ft.	6.00	942.00
Type "C" and "D" Signs in Place	438	sq.ft.	4.00	1,752.00
				$2,009,810.00
Flagging (57½% of Contractor's Cost)	All	Required		$ 15,000.00
Slide Correction	All	Required		100,000.00
Horizontal Drains	All	Required		25,000.00
				$ 140,000.00
	Subtotal			$2,149,810.00
	10% Engr. & Cont.			214,981.00
			Total	$2,364,791.00

Length of Roadway - - - - - - 4.478 Miles
Cost of Roadway Per Mile- - - $528,090.83

Federal Funds	$2,175,600.00
State Funds	189,191.00
	$2,364,791.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in P.S. & E. Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific N.W. Bell	$44,000.00	$40,400.00	$3,600.00
Work by Pacific Power & Light Co.	3,300.00	3,000.00	300.00
	$47,300.00	$43,400.00	$3,900.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(35)68

GRAVE CREEK-JUMPOFF JOE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 12, 1964

Type Code 6201
Roadway (Sta. LS 445+00 to Sta. LS 745+10)

Clearing and Grubbing	All	Required		$ 85,000.00
Drainage Excavation, Unclassified	10,600	cu. yds.	$ 3.00	31,800.00
Embankment Foundation Excavation, Unclassified	58,500	cu. yds.	0.75	43,875.00
General Excavation, Unclassified	1,697,700	cu. yds.	0.45	763,965.00
Extra for Selected Subgrade Material	92,000	cu. yds.	0.20	18,400.00
Short Overhaul	5,247,000	yd. sta.	0.01	52,470.00
Long Overhaul	130,000	C-yd. sta.	0.40	52,000.00
Blade Grader	26	hours	15.00	390.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	9,500	lin. ft.	0.20	1,900.00
Seeding	55	acres	150.00	8,250.00
Mulching	55	acres	200.00	11,000.00
Grass Seed, Creeping Red Fescue	605	lbs.	0.60	363.00
Grass Seed, Chewings Fescue	440	lbs.	0.60	264.00
Grass Seed, Perennial Ryegrass	165	lbs.	0.30	49.50
Grass Seed, Newport Bluegrass	275	lbs.	1.00	275.00
Dutch White Clover	165	lbs.	1.00	165.00
Inorganic Fertilizer, 10-16-8	220	C.W.T.	6.00	1,320.00
12-inch Culvert Pipe	690	lin. ft.	2.75	1,897.50
18-inch Culvert Pipe	3,000	lin. ft.	4.50	13,500.00
24-inch Culvert Pipe	720	lin. ft.	5.50	3,960.00
36-inch Culvert Pipe	460	lin. ft.	7.50	3,450.00
12-inch Metal Culvert Pipe	840	lin. ft.	3.75	3,150.00
Salvage and Reinstall Culvert Pipe	42	lin. ft.	4.50	189.00
12-inch Culvert End Sections	10	only	35.00	350.00
18-inch Culvert End Sections	25	only	45.00	1,125.00
24-inch Culvert End Sections	6	only	60.00	360.00
36-inch Culvert End Sections	5	only	135.00	675.00
6-inch Perforated Drain Pipe	10,950	lin. ft.	2.25	24,637.50
8-inch Perforated Drain Pipe	1,650	lin. ft.	2.50	4,125.00
6-inch Perforated Metal Drain Pipe	170	lin. ft.	2.00	340.00
8-inch Perforated Metal Drain Pipe	5,000	lin. ft.	2.50	12,500.00
10-inch Perforated Metal Drain Pipe	100	lin. ft.	3.25	325.00
12-inch Perforated Metal Drain Pipe	2,750	lin. ft.	3.75	10,312.50
Special Backfill in Drains	3,560	cu. yds.	6.00	21,360.00

Concrete Inlets, Type G-1	18 only	$ 90.00	$ 1,620.00
Concrete Inlets, Type D	2 only	100.00	200.00
Adjustment of Manholes	1 only	75.00	75.00
Reconstruction of Manholes	6 only	150.00	900.00
Cap Inlets	2 only	50.00	100.00
Class "A" Concrete	420 cu. yds.	55.00	23,100.00
Metal Reinforcement	85,000 lbs.	0.15	12,750.00
Metal Guard Rail	31,000 lin. ft.	2.50	77,500.00
Metal Median Barrier	16,000 lin. ft.	3.75	60,000.00
Type 2 Barricade	440 lin. ft.	4.50	1,980.00
Rail End Pieces	35 only	5.00	175.00
Portable Barricades	10 only	75.00	750.00
Salvage and Reinstall Guard Rail	300 lin. ft.	1.50	450.00
Guide Posts, W-1	260 only	7.00	1,820.00
Type 2 Fence	3,000 rods	7.50	22,500.00
12' x 48' Metal Gates	2 only	100.00	200.00
Coarse Crushed Material in Base	88,300 tons	1.65	145,695.00
3/4" - 0 Material in Base	10,500 tons	1.75	18,375.00
Sprinkling	6,600 M-gal.	3.00	19,800.00
Plant-Mix Bituminous Base	21,000 tons	4.25	89,250.00
Asphalt in Bituminous Base	840 tons	36.00	30,240.00
Asphaltic Concrete Mixture	35,000 tons	4.50	157,500.00
Asphalt in Mixture	1,930 tons	36.00	69,480.00
RS-1 Asphalt	4 tons	75.00	300.00
Asphaltic Concrete Traffic Markers, Type "L"	150 lin. ft.	1.00	150.00
Removal of Existing Sign Installations	All Required		100.00
Sign Support Footings	All Required		150.00
Single Sign Supports	All Required		1,060.00
Wood Sign Posts	All Required		550.00
Type "A" Signs in Place	157 sq. ft.	6.30	989.10
Type "C" and "D" Signs in Place	438 sq. ft.	3.65	1,598.70
			$1,918,100.80

Flagging (57½% of Contractor's Cost)	All Required	$ 15,000.00
Slide Correction	All Required	100,000.00
Horizontal Drains	All Required	25,000.00
		$ 140,000.00

Utilities

Work by Pacific N. W. Bell	All Required	$ 40,000.00
Work by Pacific Power & Light Co.	All Required	3,000.00
		$ 43,000.00

Subtotal	$2,101,100.80
10% Engr. & Cont.	210,109.20
Total	$2,311,210.00

Length of Roadway	4.478 Miles
Cost of Roadway Per Mile	$516,125.50

Federal Funds	$2,126,000.00
State Funds	185,210.00
	$2,311,210.00

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APR 18 1966
FOR FILING

7-3-2 (35)

6470

April 15, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed December 13, 1965, on Contract No. 6470. The contract was with Peter Kiewit Sons' Co. and was for grading, paving and signing on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 15, 1966, and that you concur in this procedure at the Commission meeting on April 21.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
C. H. Maison
F. D. Morgan
L. R. Chandler

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OREGON STATE HIGHWAY DEPARTMENT

April 14, 1966

Accounting Division (x)
Bridge Division (x)
Construction Division (x)
Traffic Division ( )
Division Engineer (3) (x)
Maintenance Division ( )

Project No. I-5-2(35)68, Grave Creek-Jumpoff Joe Creek Section, Contract No. 6470, Prefix 617-1060, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by April 30, 1966, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

L. H. Young
Office Engineer

Note: The Division Office will be responsible for contacting the Resident Engineer currently in charge of the project area.

PH:er

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APR 8 - 1966

FOR FILING
7.5.3(3)(25

[illegible]

Salem, Oregon
April 8, 1966

Mr. George Rohde
Chief Counsel

BUILDING

Attached is Contract No. 6470, awarded to Peter Kiewit Sons' Company. James Hawekotte has signed as Attorney-in-Fact and there is attached in the contract a Power of Attorney from the surety in his favor. The Insurance Department has not approved his authority as Attorney-in-Fact as the authority is not registered with them.

We now have an identical situation with Peter Kiewit Sons' Company on Contract No. 6773. Is the contract acceptable as to Attorney-in-Fact for James Hawekotte by virtue of a Power of Attorney attached in the contract even though the authority is not approved by the Insurance Department?

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

Attachment

[illegible] 6-16-66

[illegible] Contracts

[illegible]

6470

Project	Contract	Section	Extension Granted Penalty Days	Amount	B.P.R. Participation
1	[illegible]	[illegible] Slide Correction	6	$ 480	All
2	[illegible]	[illegible] Creek Slide	2	200	All
3	[illegible]	[illegible] Co.	77	7,[illegible]	All
4	6074	Tygh Valley & Willowdale	23	2,300	All
5	[illegible]	[illegible] Heights Road-[illegible] Street	4(1)	400	Secondary Proj. All Assumed.
6	[illegible]	S. Unit, [illegible]	"Stop Work" only [illegible] (Strike time approved previously)		All
[illegible]	[illegible]	Willamette River-Orleans	22	4,620	Secondary Proj. All Assumed.
10	[illegible]	Hall Cr.-Siskiyou Sta.	19*	5,000	All
14	[illegible]	Blalock-Arlington	72*	20,160	All-Corps Engr. also concurred in all of the extension.

(1) This is accrued penalty only from specified completion date of Oct. 31, 1965 to date of ordered "shut down" Nov. 4, 1965. Project is still under this "shut down" order. Time extension was approved to July 1, 1966.

* Extension covers all time to actual completion, leaving no penalty.

cc: [illegible]
L. H. [illegible]
C. H. [illegible]
J. A. Bond

[illegible]

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APR 11 1966
FOR FILING
I-5-2(35)68

6470

March 9, 1966

Peter Kiewit Sons' Company
711 East Main Street
Medford, Oregon

#3

Gentlemen:

The State Highway Commission at its meeting on March 8 considered your request for an extension of time on Contract No. 6470 on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County.

After considering the recommendation of the Engineer and other available information, the Commission extended the specified completion date to November 9, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc
L. R. Chandler
Glenn Roberts
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: February 1, 1966

In reply refer to: 08-35.DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(35)68
Grave Creek-Jumpoff Joe Section
Pacific Highway

Mr. Klaboe's January 18, 1966 letter requested our concurrence in an extension of the specified completion date from October 1 to November 9, 1965 on the subject project due to considerable overruns in several contract items and to extra work required to complete the project work.

Again in this instance, as in several past instances, we do not question that the contractor is entitled to an equitable adjustment in the established contract time due to additional work required to satisfactorily complete the project. Too, since your contract documents effectively delete all, or substantially all, of the authority for extending contract time, we again have administratively determined the issue and concur in your proposal to extend the specified completion date on this project to November 9, 1965 for the reasons stated in the above mentioned letter.

send cc this letter
to Board, Young, Mason
2-2-66

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OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM 2-90 90M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1966

SUBJECT: Extension of Time
Grave Creek-Jumpoff Joe Creek
Pacific Highway
Contract No. 6470

To:

Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a request from Peter Kiewit Sons' Co., contractor on the subject contract, for an extension of the specified completion date from October 1 to December 13, 1965 without the assessment of liquidated damages. The contractor's request is based on an overrun in embankment foundation excavation, additional work added to the contract by price agreement and extra work order, overruns in perforated pipe, inclement weather during the time guard rail was being painted and additional work added after the project was virtually complete which could have been performed at an earlier date.

The embankment foundation excavation overran the bid quantity by 11,687 cubic yards. The contract records indicate that the contractor's average daily production for this work amounted to 1,650 cubic yards per day which represents 7 penalty days. An extension in this amount is justified.

There were several items added to the contract by either extra work order or price agreement. The extra work orders involving slide correction and stabilization in the vicinity of Station 670 were performed over a period of 11 working days. However, the contractor was performing other grading and paving work during this time which amounted to approximately 25% of his normal productivity. Therefore, we recommend that 8 penalty days extension be allowed for this work. Four additional extra work orders were issued covering the cleaning of culverts, widening the grade for an acceleration lane, pioneering slide areas and to clear dirt and debris from the old highway ditch which was to be used as a frontage road.

These extra work orders were either performed during the normal winter shutdown period or involved no additional time or delay in completion of the contract work. One price agreement covered quantities of materials used for widening the road bed for an acceleration lane, however, the quantities were small and no additional time is justified for this work. Excluding work orders such as "flagging", purchase of excess materials and the two extra work orders discussed above, work added to the original contract amounts to 0.76% of the original contract amount. However, there will be a general under-run in the original contract amount of some 10% so these added work orders have not been considered as warranting any additional time.

The overrun in perforated drain pipe to which the contractor refers, occurred at a different location from the one stated by the contractor and amounted to an overrun of 774 feet (7%) of 6 inch and 1,403 feet (28%) of 8 inch perforated drain pipe. The contractor required some 15 working days to complete this work. However, he was engaged in his normal grading and surfacing activities during this same time and these operations amounted to approximately 50% of his normal productivity. We therefore feel that 8 penalty days extension are justified.

The contractor requests some compensation for work done at a reduced rate due to rain or heavy fog in October and November and states that the days worked in good summer weather on price agreements and extra work orders constituted full production days whereas the work accomplished in the fall months were at a reduced production rate and not equivelent to working days in the summer. A resume of the contractor's operations in the latter part of October and November do not indicate that the contractor was unduly delayed by inclement weather.

The contractor requests additional time for delays in guard rail painting work due to poor weather. If the contractor had prosecuted his work earlier in the season, the painting work would have been done during more favorable painting conditions, since it could have been accomplished earlier.

The work which was added near the completion of the project caused the contractor to work 4 additional days and involved the addition of a ditch and removal of some raised asphalt in the median area. Since these conditions had existed prior to the final inspection, the contractor could have removed them before the completion date had he been requested to do so. It is therefore felt that an extension of these 4 penalty days is justified.

The original completion date for this contract was October 1, 1965. Probably the main contributing factor to this overrun in time was due to a delay on the contractor's part in resuming work in the spring of 1965. On an adjacent project, another contractor had already performed some 62½ work shifts encompassing 54 penalty days before Kiewit had resumed his work.

The attached chart indicates that there was an unnecessarily long delay in the resumption of the contractor's work in the spring of 1965. The contract was completed on December 13, 1965 which is 49 penalty days amounting to $13,720 in liquidated damages based on the penalty rate of $280 per day.

Based on the reasons listed above, which total 27 penalty days, we recommend that the specified completion date be extended to November 9, 1965. This will reduce the liquidated damages by $7,560 leaving $6,160 outstanding.

This matter has been discussed with the Bureau of Public Roads Area Engineer who would not make any statement concerning concurrence or denial since this project is one of those which has the restrictive phrasing in the special provisions which deletes all reasons for time extensions except for strikes.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:nh

Enc.

cc: L. H. Young

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JAN 17 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Grave Creek
Jumpoff Joe Creek

WEEK ENDING: February ~~19~~ 26, 1966

SECTION PREFIX: 617-1060

HIGHWAY: Pacific

COUNTY: Josephine

NAME OF JOB: Grave Creek-Jumpoff Joe Creek

KIND OF WORK: Grading, Paving and Signing

CONTRACTOR: Peter Kiewit Sons' Co.

CONTRACT NUMBER: 6470

FEDERAL AID PROJECT NUMBER: I-5-2(35)68

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: July 20, 1964

ESTIMATED COMPLETION DATE: December 13, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN – SUPERVISION –

SPECIFIED WORK DAYS: – –

SPECIFIED CALENDAR DAYS: – –

WORK DAYS USED: – –

CALENDAR DAYS USED: – –

SPECIFIED COMPLETION DATE: October 1, 1965

PERCENT OF TIME ELAPSED: 116%

PROJECT AUTHORIZATION: $ 2,523,161.23

EXCLUSIVE OF ENGINEERING: $ 2,343,736.45

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 2,098,287.36

ESTIMATED PERCENT OVERRUN UNDERRUN: 10 %

ENGINEERING AUTHORIZATION: $ 179,424.80

ENGINEERING COST TO DATE: $ 173,708.00

PERCENT OF AUTHORIZATION: 97 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100%

DATE PROJECT WAS COMPLETED: 12-13-65

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	~~OIL AND/OR~~ PAVE.	MAT'L. PROD		
100%	100%	100%	100%	100 %			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	4.48	4.48			4.48
MILES PARTIALLY COMPLETED	None	None			None
MILES COMPLETED	4.48	4.43			4.48
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,716,800	98,300			56,000
TOTAL QUANTITIES CORRECTED TO DATE	1,640,600	93,815			60,720
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,640,600	93,815			60,720
AVERAGE DAILY QUANTITIES	None	None			None
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	4x4 Box	6x6 Box	3x3 Box					
PERCENT	100 %	100 %	100 %					

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 20	Foggy A.M. Fair P.M.			
MONDAY 21	Foggy A.M. Fair P.M.			
TUESDAY 22	Showers			RECEIVED
WEDNESDAY 23	Foggy A.M. Fair P.M.			
THURSDAY 24	Foggy A.M. Fair P.M.			
FRIDAY 25	Overcast			BEN GIFFORD
SATURDAY 26				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 20	
MONDAY 21	No Work - Job complet
TUESDAY 22	No Work - Job complet
WEDNESDAY 23	No Work - Job complet
THURSDAY 24	No Work - Job complet
FRIDAY 25	No Work - Job complet
SATURDAY 26	

REMARKS

Completed Semi-final Estimate

SIGNED Wm E. Roberts LOCATION Grants Pass, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
FEB 4 1966
FOR FILING
I-5-3([illegible])
6470

February 3, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 3
March 8, 1966 meeting

Gentlemen:

Peter Kiewit Sons' Co., contractor on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County, Contract No. 6470, has requested an extension of the specified completion date from October 1 to December 13, 1965. The contractor's request is based on overruns in embankment foundation excavation and perforated pipe, work added to the contract by price agreement and extra work order, delays caused by inclement weather and work added when the project was completed which could have been done at an earlier date.

The embankment foundation excavation overran the bid quantity which justifies an extension of seven penalty days. The perforated drain pipe overran the bid quantity which justifies an extension of eight penalty days. Work added to the contract on the force account basis concerning slide correction work justifies an extension of eight penalty days. Inclement weather cannot be considered as a justifiable reason for granting an extention of time; therefore, additional time is not recommended on this item. When the project was virtually complete, the Engineer directed the contractor to perform some additional grading and drainage work which could have been done at an earlier date had he been so directed. This justifies an extension of four penalty days. These reasons justify an extension of 27 penalty days which would extend the completion date to November 9.

I recommend that the specified completion date be extended to November 9, 1965. This will reduce the liquidated damages to $6,160. This is a Federal-aid Interstate Project and we have Bureau of Public Roads concurrence.

This matter will be on the agenda for your consideration at the March 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

DES:nh bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6470 Contractor Peter Kiewit Sons' Co.

Highway Pacific

Section Grave Creek - Jumpoff Joe Creek

Kind of Work Grading, Paving and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ xx GRANTED. The reasons for such recommendation are as follows:

Overruns in embankment foundation excavation and perforated drain pipe justifies 15 penalty days. Work added to the contract for slide correction work on the force account basis justifies 8 penalty days. Work added when contract was complete justifies 4 penalty days since this work could have been done earlier if the Engineer had so directed.

Recommended for Approval:

Asst Division Engineer

for Construction Engineer or Bridge Engineer

F B Klaboe
Assistant State Highway Engineer

Contract No. 6470

Project designation ~~Federal~~ I-5-2(35)68
State-Federal

Date awarded July 14, 1964

Work started July 20, 1964

Per cent completed 100% - Dec. 13, 1965
Date

Completion Date ~~No. of Workdays Allowed~~ October 1, 1965

No. of Workdays Used - - -

Req. Ext. To Nov. 9, 1965 ~~No. of Added Workdays Requested~~ XXXXX

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 15, 19[illegible]

Gentlemen:

We, the undersigned, respectfully request an ~~increase~~ extension in the ~~number of workday~~ completion from Oct. 1, 19[illegible] [redacted] to Dec. 15, [illegible] [redacted], within which to complete our Contract No. [illegible], without the assessment of liquidated damages. The said contract is described as follows: Grave Creek - Jumpoff Joe Creek, Grading, Paving, and Signing.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See attached sheet.

Respectfully submitted,

Peter Kiewit Sons' Co.
Contractor

By R. L. Legg
R. L. Legg, Medford Area Manager

CONSENT OF SURETY

Date December 13, 19[illegible]

We, The Aetna Casualty and Surety Company, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Kenneth C. Kraig
Attorney-in-fact

Robert B. Clarke
Resident Agent

(SEAL)

GRAVE CREEK-JUMPOFF JOE CREEK-GRADING, PAVING AND SIGNING
IN JOSEPHINE COUNTY ON THE PACIFIC HIGHWAY.

1. Overrun in quantity of Item 3-Embankment Foundation Excavation-approximately 20% overrun of bid quantity or over 11,000 cy. We find that our average production on this item for scrapers was 3250 cy/day and for dozers 1200 cy/day or an average production of 1650 cy per day. Since this overrun occurred at a uniform rate we are unable to accurately specify the dates on which it happened. We therefore ask for 6.7 days for this overrun.

2. Extra work orders # 5 & 6, Slide Correction and Slope Stabilization left of Station 573+90 to 576+75 and Slide removal, rebuild frontage road and bench. Work started on EWO # 6 on July 13, 1965 with our excavation forces and worked July 13,14,15, & 16 excavating slide material below bench. Then the exacavation forces went back to contract work and returned to EWO #6 on August 2 and worked Aug. 2,3,4, and 6.

   EWO #5 was started August 3 and our excavation forces worked on it Aug. 3,5,9, and 10.

   The slide which is covered under EWO #6, occurred as we were finishing our excavation in that area. This delayed the completion of the job because the slide was immediately adjacent to and above the north-bound lanes which were required to be paved for use as a detour for traffic in order to complete south-bound lanes which was the existing highway. Therefore our work was delayed because the detour was a critical phase of construction to complete the project. Therefore we request 11 days extension for EWO #5 and EWO #6.

3. On approximately the 16th of August the State decided to add 596 lf and 940 lf of 6" and 8" perforated pipe respectively on the right side of "Ls" through the cut at Station 672. This pipe was not in the original contract. This resulted in Items 29 and 32 overrunning 7 % and 28 % respectively. We started excavation for the pipe on August 17, and worked six days a week and completed backfill of it on September 3, 1965. Normally this length of pipe wouldn't require such a long period of time to install, but this pipe was placed in a solid rock cut and required jackhammering and shooting for approximately 1100 feet. This 1500 feet stretch was immediately adjacent to the new roadbed which required early basing and paving in order to detour traffic over it. With traffic detoured on to it, we could then perform the necessary excavation, basing and paving of the existing highway to bring it into proper final alignment and grade. Therefore a critical traffic detour was delayed, which delayed the completion of the project. For this we request a time extension of 15 days.

4. Performance of work involved in Extra Work Orders # 2, #3, #4 and #7. For this work we request 2 days.

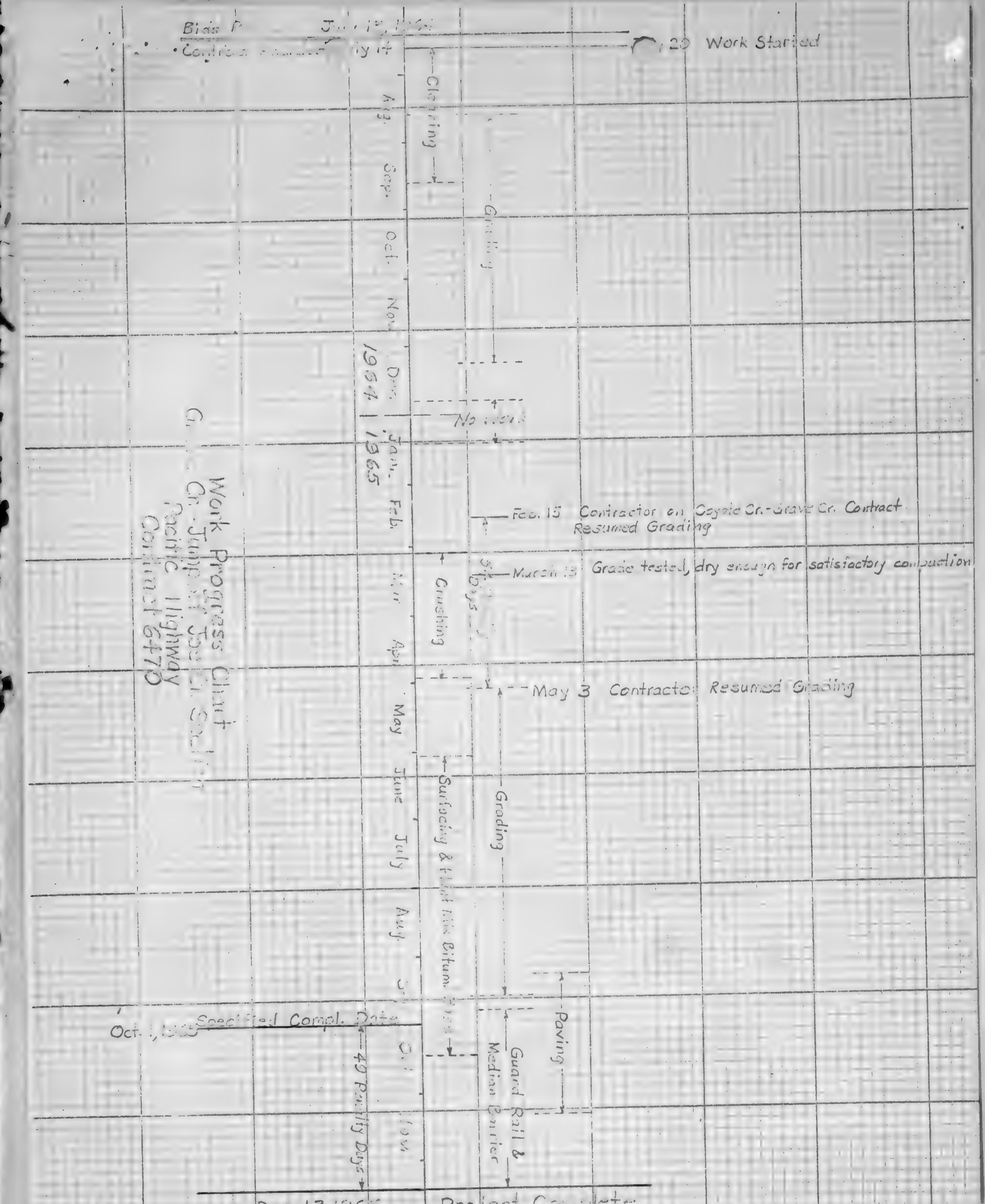
5. Performance of work involved in Price Agreement # 2. We request 0.3 days.

6. Through paragraph 5, we have requested a total of 35 days which would extend the contract completion to November 22, 1965. From October 1, to November 22, our operations were either stopped or at a reduced production due to rain or heavy fog which hindered work because the operations were involved with traffic. The dates of these days were October 14,15,27,30, November 3,10,11,12,13,18 and 20. We believe that the requested time extension days should be representative of the days we worked on Price Agreements, Extra Work Orders, and additions to the contract, i.e. working days in July and August which were good weather, full production days. It is difficult to assess the actual percentage of reduced production. However, we feel that between no work and reduced production, 50 % of the days were not equivalent to working days in July and August. Therefore we request an additional 5.5 days.

7. From November 22, 1965, to December 9, we worked 14 days in weather which allowed painting of guardrail for only 2 hours to 6 hours, which is an average of 4 hours, due to temperature and moisture. Our operations during this time were geared to this fact tha we could only paint 4 hours per day. There is no reason to have large forces on the job to finish everything, and then have the painters come in for 4 hours a day. Our approach was to utilize sufficient men and equipment so that the other operations finished at approximately the same time as the painting. These days in latter November and December were not equivalent to the 70° , fair days of the first two weeks of October which is when this work would have been performed if the previously listed reasons for time extensions had not occurred. Therefore we request time extension for 50 % of the 14 days, i.e. 7 days.

8. On December 9, 1965, we had completed all known contract work. On this day the job was toured by State of Oregon officials and our superintendent, and a ditch was added at approximately Station 680 which was not in the contract and removal of humped up asphalt in three locations in the median was requested. Both of these conditions had existed for at least a month, but no action had been previously mentioned. We could have performed this work anytime during that month, and thus not have prolonged the project. However, the project and liquidated damages were extended for two more days, i.e. December 10, and 13, as of this request. We do not feel that under the circumstances we should be charged liquidated damages for this work. Therefore we request 2 days.

9. This request covers only the items completed to date for which we know the approximate total quantities. For any overruns other than stated above in paragraphs 1 and 3 we will request additional days to perform the work.


Work Progress Chart
Gr. Cr.-Jumpoff Joe Cr. Section
Pacific Highway
Contract 6470
Bids P July 1
Contract Awarded July 14
, 20 Work Started
Aug. Sep. Oct. Nov. Dec.
1954 | 1965
Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov.
Clearing
Grading
No Work
Feb. 15 Contractor on Coyote Cr.-Grave Cr. Contract Resumed Grading
March 13 Grade tested, dry enough for satisfactory compaction
51 Days
Crushing
May 3 Contractor Resumed Grading
Surfacing & Hot Mix Bitum. Base
Grading
Paving
Guard Rail & Median Barrier
Oct. 1, 1965 Specified Compl. Date
49 Penalty Days
Dec. 13, 1965
Project Complete

RECEIVED
JAN 18 1966
FOR FILING
I-5-2(35)68
6490

January 18, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Grave Creek-Jumpoff Joe Creek
Pacific Highway
Project No. I-5-2(35)68

Dear Sir:

We have received from Peter Kiewit Sons' Company, contractor on the subject project, a request for an extension of the specified completion date from October 1 to December 13, 1965. The contractor's request is based on an overrun in embankment foundation excavation, additional work added to the contract by price agreement and extra work order, overruns in perforated drain pipe, inclement weather during the time guardrail was being painted and work added after the project was virtually complete.

The embankment foundation excavation overran the bid quantity by 11,687 cubic yards. The contract records indicate that the contractor's average daily production for this work amounted to 1,650 cubic yards per day which represents 7 penalty days. An extension in this amount is justified.

There were several items added to the contract by either extra work order or price agreement. The extra work orders involving slide correction and stabilization in the vicinity of Station 670 were performed over a period of 11 working days. However, the contractor was performing other grading and paving work during this time which amounted to approximately 25 percent of his normal productivity. Therefore, we recommend that 8 penalty days' extension be allowed for this work. Four additional extra work orders were issued covering the cleaning of culverts, widening the grade for an acceleration lane, pioneering slide areas and to clear dirt and debris from the old highway ditch which was to be used as a frontage road. These extra work orders were either performed during the normal winter shutdown period or involved no additional time or delay in completion of the contract work. One price agreement covered quantities of materials used for widening the roadbed for an acceleration lane; however, the quantities were small and no additional time is justified for this work.

The overrun in perforated drain pipe to which the contractor refers, occurred at a different location from the one stated by the contractor and amounted to an overrun of 774 feet (7 percent) of 6-inch and 1,403 feet (28 percent) of 8-inch perforated drain pipe. The contractor required some 15 working days to complete this work. However, he was engaged in his normal grading and surfacing activities during this same time and these operations amounted to approximately 50 percent of his normal productivity. We, therefore, feel that 8 penalty days'extension are justified.

The contractor requests some compensation for work done at a reduced rate due to rain or heavy fog in October and November and states that the days worked in good summer weather on price agreements and extra work orders constituted full production days whereas the work accomplished in the fall months was at a reduced production rate and not equivalent to working days in the summer. A resume of the contractor's operations in the latter part of October and November do not indicate that the contractor was unduly delayed by inclement weather.

The contractor requests additional time for delays in guardrail painting work due to poor weather. If the contractor had prosecuted his work earlier in the season, the painting work would have been done during more favorable painting conditions, since it could have been accomplished earlier.

The work which was added near the completion of the project caused the contractor to work four additional days and involved the addition of a ditch and removal of some raised asphalt in the median area. Since these conditions had existed prior to the final inspection, the contractor could have removed them before the completion date had he been requested to do so. It is, therefore, felt that an extension of these 4 penalty days is justified.

The original completion date for this contract was October 1, 1965. The contract was completed December 13, 1965. The reasons listed above justify an extension of 27 penalty days, which are adequate to extend the completion date to November 9, 1965. We recommend that the completion date be extended to November 9, 1965.

Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

DES:nh arb

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JAN 14 1966
FOR FILING

I-5-2(35)

January 13, 1966

Peter Kiewit Sons' Co.
711 E. Main St.
Room 1[illegible]
Medford, Oregon

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Grave Creek - Jumpoff Joe Creek Section of the Pacific Highway in Josephine County, Contract No. 447[illegible], FA Project I-5-2(35) [illegible].

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

VG:dc

cc: R. L. Porter
C. H. Watson
F. D. Morgan
L. H. Young

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JAN 11 1966

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I-5-2(35)68

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6470

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 20, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 13, 1965, on Contract No. 6470, Grave Creek-Jumpoff Joe Creek Section, in Josephine County in connection with Federal-Aid Project No. I-5-2(35)68.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date: January 3, 1966

Conditions noted on above date:
The project was inspected on December 14, 1965 and found to be satisfactorily completed.

PVR/

REFERRED TO
[illegible]
By Asst. State Hwy. Engr.
1-11-66

A. W. Parsons
Division Engineer
ME Martin
By: M. E. Martin
District Engineer

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NOV 24 1965
FOR FILING

I-5-3([illegible])

6470

November 9, 1965

Peter Kiewit Sons' Company
711 East Main Street
Room 19
Medford, Oregon

#6

Gentlemen:

The State Highway Commission at its meeting on November 4 considered your request for an extension of the specified completion date from October 1 to November 15, 1965, to complete Contract No. 6470 for grading, paving, and signing on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc

L. R. Chandler
Glenn Roberts
F. D. Morgan
L. H. Young
C. H. Maison

Bureau of Public Roads

FORM E-80 50M 3-55 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1965

SUBJECT: Extension of Time
Grave Creek-Jumpoff Joe
Creek Section
Pacific Highway
Contract No. 6470

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer

BUILDING

Attached is a request from Peter Kiewit Sons' Co. on the subject contract requesting an extension of the specified completion date from October 1, 1965 to November 15, 1965 without the assessment of liquidated damages. The contractor requests this extension based on delays caused by his work on emergency flood repair projects in Oregon and Northern California.

The contractor did perform flood repair work at various locations throughout the State of Oregon and northern California; however, the Resident Engineer's weekly reports indicate that all of his clearing, grading and culvert work was halted on the 24th of November due to inclement weather and wet grading conditions. During the winter the contractor crushed all of the aggregates required for this project completing this work on April 28, 1965. From his own statement, the contractor's work on 6 flood repair projects was all completed by April 9, 1965 with 4 of the projects being completed in February. The contractor did not recommence his grading operations until May 4, 1965 and was back in full operation on May 21.

This project is governed by the 1954 Standard Specifications and all reasons for time extensions have been deleted with the exception of "strikes".

The contractor did perform an essential service to the State in this flood repair work but the available facts show this work occurred during the period when his grading operations on this project were shut down due to bad weather. In addition, he performed his crushing work during this winter period.

NOT
F. B. KLAB

According to the latest project estimate, the contract items plus extra order items are expected to overrun the original contract amount by only 3%. The contractor's request does not refer to anything of an overrun or plan change nature as a reason for time extension and it doesn't appear that any time can be justified from this standpoint.

The estimated completion date for this project is October 30, 1965. This will represent an overrun in time of 20 penalty days amounting to $5,600 in liquidated damages based on the penalty rate of $280 per day. Because the contractor was not appreciably delayed in his grading work and was not delayed at all in his crushing operations we recommend that this request be denied.

This matter has been discussed with the Bureau of Public Roads' Area Engineer who indicates that they will concur in our recommendation of denial.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:jkk
Attach.

RECEIVED
OCT 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1965
FOR FILING

[illegible]

6470

October 19, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 8
November 4, 1965 meeting

Gentlemen:

Peter Kiewit Sons' Co., contractor on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County, Contract No. 6470, requests an extension of the specified completion date from October 1, 1965 to November 15, 1965, based on delays caused by his work on emergency flood repair projects in Oregon and northern California.

The contractor performed an essential service to the State in the flood repair work; however, the contract records indicate that this work occurred during the period when his grading operations on this project were shut down due to inclement weather and wet grade. In addition, he performed his crushing work during this winter period.

The estimated completion date for this project is October 30, 1965. This is 20 penalty days beyond the specified completion date and amounts to $5,600 in liquidated damages.

I recommend that the request for an extension of the specified completion date be denied.

This matter will be on the agenda for your consideration at the November 4 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Maboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:jkk fn
Enc.

B-320 (Rev.)—3M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date September 22, 1965

Gentlemen:

We, the undersigned, respectfully request an extension ~~increase~~ in the completion date ~~number of workdays~~ from Oct.1,1965 ~~days~~ to Oct 30 work days, within which to complete our Contract No. 6470, without the assessment of liquidated damages. The said contract is described as follows: Grave Creek-Jumpoff Joe Creek, Grading, Paving, and Signing

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See attached sheet.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By R. L. Legg Area Manager
R.L. Legg ~~Medford~~ Area Manager

CONSENT OF SURETY

Date September 22, 1965

We, THE ÆTNA CASUALTY AND SURETY COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Attorney-in-fact Kenneth C. Kraig

(SEAL)

Robert B. Clarke
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6470 Contractor **Peter Kiewit Sons' Co.**

Highway **Pacific**

Section **Grave Creek - Jumpoff Joe Creek**

Kind of Work **Grading, Paving and Signing**

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** ~~**or GRANTED**~~. The reasons for such recommendation are as follows:

Contractor's work on emergency flood repair occurred during the winter shutdown period. In addition, contractor performed his crushing work during this period and therefore no appreciable delay can be attributed to the flood work.

Recommended for Approval:

Asst. Division Engineer

for Construction Engineer or Bridge Engineer

FB Klaboe
State Highway Engineer

Contract No. 6470

Project designation ~~Federal~~ I-5-2(35)68
State-Federal

Date awarded July 14, 1964

Work started July 20, 1964

Per cent completed 85% - Sept. 25, 1965
Date

Specified completion date- Oct. 1, 1965

Previously extended to- NOT extended

No. of Added Workdays Requested ~~30~~ 0

As a result of the December 1964 floods, our organization was solicited to perform six emergency flood repair projects in Oregon and Northern California, which we accepted. They are as follows:

(1) On Interstate 80N, east of Rufus, Oregon, constructing and maintaining a detour to the old U.S. 30 bridge across the John Day River. This job started on 12-23-64 and was finished on 2-2-65.

(2) On State Highway 23, east of Detroit, Oregon, Contract No. 124-4569-164 F D, repairing damage caused by the flood on the North Santiam River. This project started on 12-29-64 and was completed on 2-15-65.

(3) On State Highway 58, Willamette Disaster Repair, east of Oakridge, Oregon, Contract No. 20-4403-164-D-F repairing flood damage to this highway. Work was started on 12-28-64 and completed 2-5-65.

(4) On U.S. 199, between Grants Pass, Oregon , and Crescent City, California at Idlewild, California, for the State of California, Contract No. 01-074735 (Emergency), repairing damage to highway caused by the flood on the middle Fork of the Smith River. Work was started on 1-9-65 and completed on 4-9-65.

(5) On a county road starting on U.S. 199 at Patrick Creek, California, for the State of California, Contract No. 01-102034 (Emergency) repairing damage to highway caused by flood. Work was started 3-12-65 and completed on 4-9-65.

(6) On U.S. 199, east of Gasquet, California, for the State of California, Contract No. 14-102024, repair of a bridge across the middle Fork of the Smith River. Work was started on 1-25-56 and completed on 2-12-65.

The effect of these six projects was the utilization of our manpower and equipment to such an extent that our contract work, previously acquired, ceased in order to perform the disaster work. Men and equipment were moved to the disaster work and later returned to previously acquired contract work. Therefore, our winter working jobs required the men and equipment later into the spring season than anticipated to perform their work and as a result did not release our forces to spring and summer jobs, i.e. Grave Creek-Jumpoff Joe Creek, until later than anticipated. Therefore, based on the time our forces were engaged in emergency flood disaster work, we request a time extension of 30 workdays.

The workdays requested are as defined in Supplemental General Provisions, Issue of July 1, 1963, pages 6,7, and 8 of the Contract.

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OCT 13 1965
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 8, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
T. Dec
Engineering Coordinator

SUBJECT: Oregon I-5-2(35)68
Grave Creek-Jumpoff Joe Creek Section
Pacific Highway
State Force Order No. 5
Temporary striping of pavement

Reference is made to your letter dated October 5, 1965 concerning the subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The work needs to be performed in stages as the contractor's work progresses and necessity arises in order to provide for the safety and guidance of the traveling public. The uncertainty as to the extent of striping required and new imposed traffic patterns would tend to result in excessively high bid prices if the work was undertaken under a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the approved order is returned herewith.

REFERRED TO
Young
BY ASST. STATE HWY. ENGR.
10-13-65

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OCT 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—5M

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 23 1965 By
Title Eng. Coordinator
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 5 G-1 P

Project Name Grave Creek - Jumpoff Joe Creek Date September 23, 1965

Highway Pacific Contract No. 6470 F. A. Project No. I-5-2(35)68

County Josephine Prefix 617-1060 Account No. 274-05

Description of Work To Be Done:

Temporary striping of pavement during construction for the handling of traffic during construction and paving operations.

Location by Station Numbers:

Where needed throughout the project.

Estimate of Quantities and Costs:

Labor	$ 900.00
Equipment Rental	250.00
Materials	250.00
Estimated Total	1400.00

Explanation:

This work necessary to provide satisfactory handling of traffic through the construction areas.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$2,523,161.25
Present estimate of project cost, including $ 1,400.00 for work under this order	$2,523,161.25
Expected under-run over-run (amount)	$ None
Expected under-run over-run (per cent)	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. E. Roberts
Resident Engineer

Approval Recommended: /s/ John a. Bond
Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

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OCT 8 1965
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6470

October 5, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Concrete Aggregates
Graves Creek and Cow Creek Sources

PROJECT	CONTRACT NO.
Graves Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Creek	6490
Glendale Jct.-Coyote Cr.	6519
Canyon Creek Pass-Azalea	6548
Canyonville-Bear Gulch	6571
Azalea-Glendale Jct.	6578
Grave Creek	6643

Dear Sir:

NOTED
F. B. KLABOE

Considerable difficulty has been encountered obtaining both the specified strengths and the 5 - 8 per cent entrained air on the concrete for structures on the above-named projects. Placing of P.C.C. pavement to be done next spring will also utilize aggregates from the Cow Creek source. The results of field and laboratory tests are contained in the attached reports by Mr. O. A. White, Engineer of Materials and Research.

The results of these tests indicate that consistent strengths above 3300 psi cannot be obtained using these aggregates at any air content. Consistent strengths of course are of primary importance. There are, however, other benefits derived from entrained air which are desirable, especially on structures. One of these is the resistance to the action of salts.

Although freeze and thaw cycles are relatively few in the locale where these aggregates are to be used, the roadways, curbs and sidewalks of structures are the first to be affected by these cycles and are the only areas where salt will be used as a safety measure by our maintenance forces. This factor therefore is of considerable concern to our Bridge Department.

Your concurrence in the following course of action is therefore requested:

1. Reduction in specified entrained air content from 5 - 8 per cent to 3% ± 1%. The results of tests taken on a sufficient number of additional pours on structures observed to determine if specified strengths can be consistently obtained.

2. If specified strengths are not substantially maintained, we will then determine what additional corrective measures are to be made.

Laboratory tests indicate strengths can be obtained by eliminating the air entrainment entirely. This would be most effective on the P.C.C. pavement where the use of salt is not used extensively and, as it will not be placed until next spring, we should have sufficient time to review the results reducing the air content. The air content specified for P.C.C. pavement is 3 - 6% and the deleting of this specification possibly would not be required.

There are surface treatment which can be applied to the affected areas of structures to resist the action of salts. The type of treatment, how extensive it will have to be applied, and additional costs involved can then be determined if the specified strengths cannot be maintained at the reduced air content.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

MDG:fp
Enc.
cc F. B. Klaboe
L. P. Shaw
Ivan Merchant
A. A. Rear
O. A. White

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6470

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1965

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources

REF: Memo Dated September 10, 1965

To:

Frank Morgan
Construction Engineer
Office

Referenced memo indicates 7 day strength tests on concrete using washed and unwashed Cow Creek aggregate (Chart III). Twenty eight days strength tests have been made. The results are as follows:

	Washed	Unwashed
	3075 p.s.i.	2880 p.s.i.
	3255 p.s.i.	3090 p.s.i.
Average	3165 p.s.i.	2985 p.s.i.

Also, 7 day strength tests were indicated on concrete using Graves Creek Material without air entraining agent. Twenty eight day test results are:

	4935 p.s.i.
	4830 p.s.i.
Average	4880 p.s.i.

[illegible] SHAW

OA White
O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

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SEP 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 1 - 1965

FORM E-30X 50M 3-63 48008

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1965

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources.

Project	Contract No.
Grave Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Cr.	6490
Glendale Junction-Coyote Cr.	6519
Grave Cr.	6643
Canyon Cr. Pass-Azalea	6548
Azalea-Glendale Jct.	6578
Canyonville-Bear Gulch	6571

To:
Frank Morgan
Construction Engineer
Office

Considerable difficulty has been encountered in obtaining the combination of specified strengths and air content in concrete for subject projects. The attached charts show results of tests on specimens received from the field and those made in the Laboratory. The charts include only the results of tests on specimens in which Cow Creek and Graves Creek material were used and in which the cement contents are comparable.

This is not intended as a treatise on air entrainment. However, there are some facts concerning air entrainment that must be considered in a satisfactory resolvement of the current problem. These facts are:

1. The value of entrained air in increasing durability is not directly proportional to the air content. The value becomes apparent between 5 and 9 percent entrained air.

2. The value of entrained air in increasing durability decreases as the cement content increases. Concrete with cement contents above 6.5 sks. per yard are not appreciably benefited by entrained air.

3. Strength of concrete decreases with increased air content. The decrease in strength can be counteracted upon by reduction of sand content and reduction of water - cement ratio. The increased strength resulting from decreased W/C will, in general, equal the loss of strength resulting from entrained air in quantities up to 4 to 5 percent. The slope of the strength - air content curve and the location of the curve on the chart will vary with use of different aggregates and different cements at constant cement content.

NOTED
LOYD B SHAW

4. The effectiveness of entrained air in increased durability depends on an even distribution of air bubbles to the surface of the concrete. There is general opinion that worked surfaces, such as bridge decks and pavement slabs, do not have entrained air in the surface concrete. The value of entrained air is therefor lost.

5. Addition of air entraining agent will result in greater variability of cylinder strengths. Mix corrections for air entrained concrete are based on an assumed air content that will be developed. The actual air developed is seldom, if ever, the amount assumed. The mix will therefor be either under corrected or over corrected, resulting in greater variability in the test strengths.

Chart I shows the results of 28 day tests on 35 cylinders submitted from the project. Type of aggregate, type of cement, cement content, and slump are constant within practical production limits. The circled points are averages of strengths at a given air content. The trend curve indicates that it is possible to obtain an average 3300 p.s.i. concrete with 4% air at 6.3 sks. cement per yard. Such an attempt, however, will result in some 4.0% of test results below 3300 p.s.i. A higher cement content would probably raise the trend curve to some extent. Chart II, however, does not show an appreciable rise in the trend curve with 7 sks. per yard.

Chart III shows the same trend obtained on Laboratory made cylinders as on the field submitted cylinders. The 28 day test curve is slightly higher on Chart III, and the variability appears somewhat less. This is probably due to the easier control of the mix in the Laboratory. No difficulty in obtaining 3300 p.s.i. is evidenced in the concrete without air, even at 7 days curing. Twenty-eight day tests will be made about September 24.

It has been suggested that excessive dirt on the coarse aggregate is the cause of low strength. Samples of the "dirty" aggregate were submitted for test. These samples had 1.0% and 0.6% material passing the #200. These values indicate the material is not clean, but is within specifications, and is not considered excessively dirty. The "dirty" material submitted was divided and one portion thoroughly washed. Concrete specimens were made of the washed and unwashed portions. Seven day test results are shown on Chart III. These 7 day strengths would indicate that the 28 day strengths will be below 3300 p.s.i. The 28 day strengths will be tested about September 24.

It appears obvious that 6.3 sk. per yard concrete cannot be made with the subject aggregates at any air content without a large percentage of test results below 3300 p.s.i. A higher cement content would probably decrease the percentage below 3300 p.s.i. but the value of any air in concrete with cement content above 6.3 sks. is questionable. Further, the purpose of entrained air is increased resistance to cycles of freezing and thawing and to reactive aggregates. Reactive aggregates are non existant in the sources considered and, the number of freezing and thawing cycles are relatively non existent in the locality considered. It is the opinion of this office that the strength obtained on non air entrained concrete far outweighs any possible advantages that could be obtained with entrained air, low strengths, and high variability in strengths in structure decks and continuously reinforced concrete slabs.

It is therefor recommended that authorization be obtained to strike the requirement for entrained air in concrete made of aggregate from subject sources for subject projects.

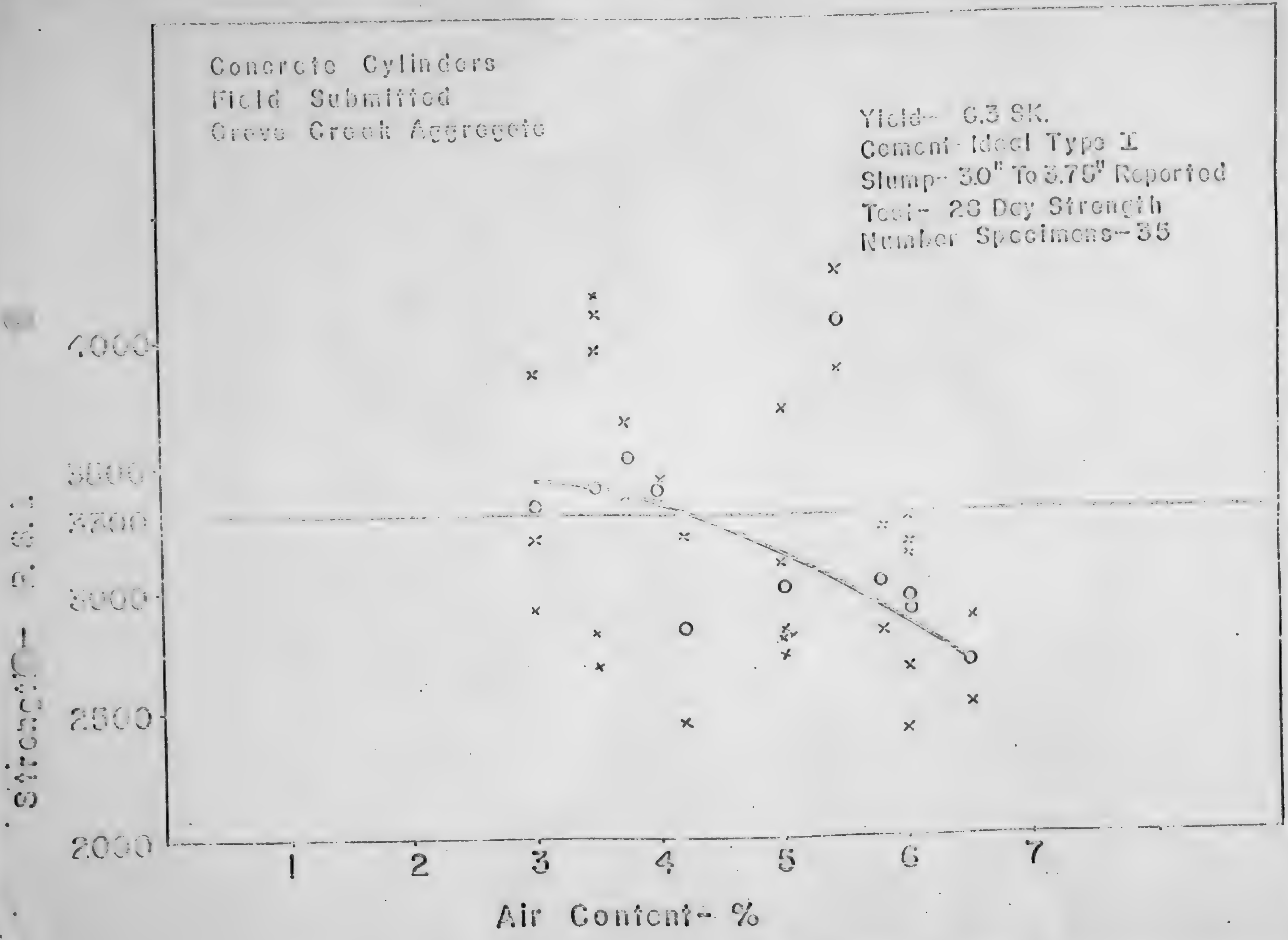
O A White
O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

RECEIVED
SEP 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Chart 1.



Concrete Cylinders
Field Submitted
Greve Creek Aggregate
Yield- 6.3 SK.
Cement- Ideal Type I
Slump- 3.0" To 3.75" Reported
Test- 28 Day Strength
Number Specimens-35
Strength - P.S.I
4000
3500
3300
3000
2500
2000
1
2
3
4
5
6
7
Air Content- %

Chart 2.

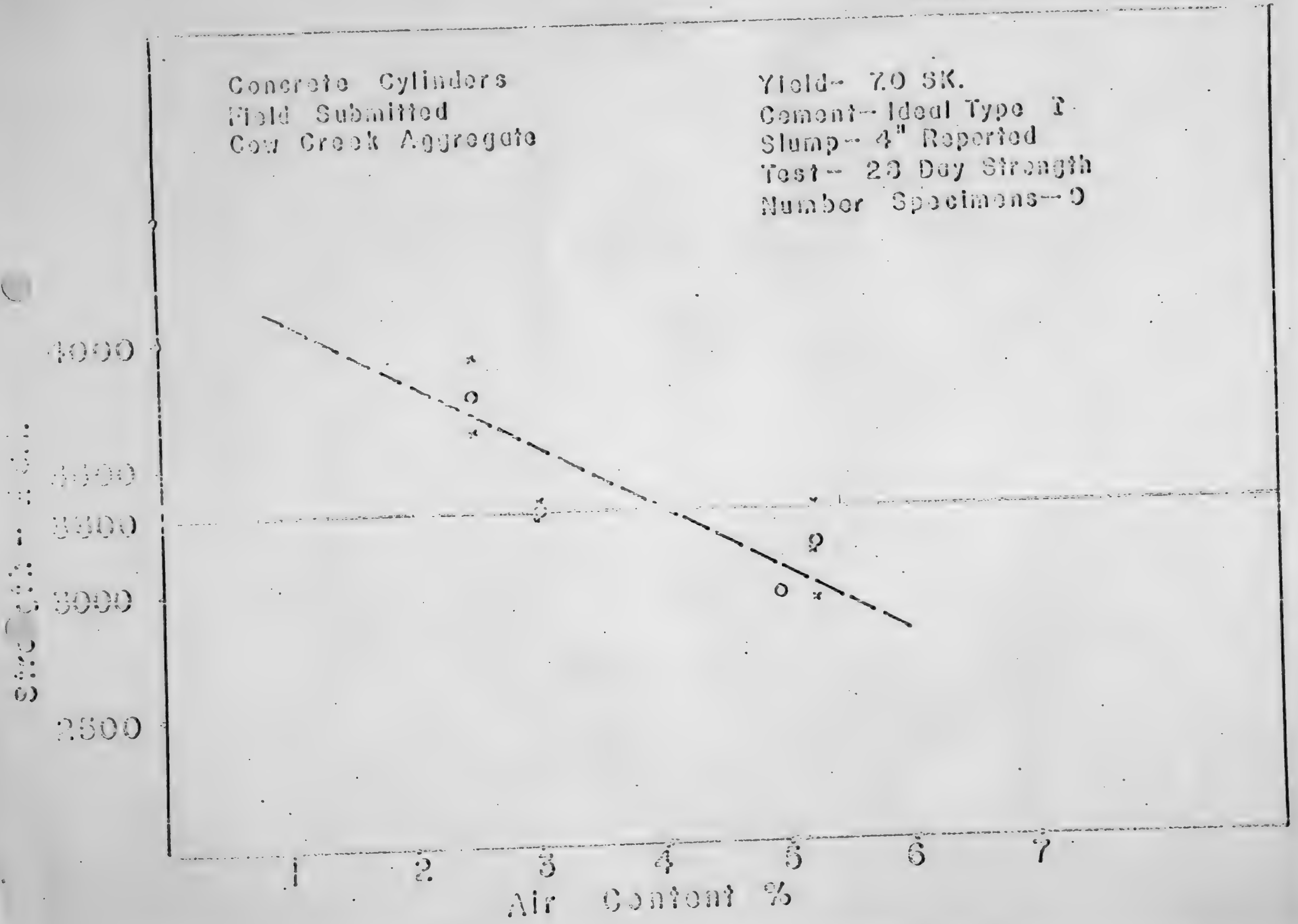
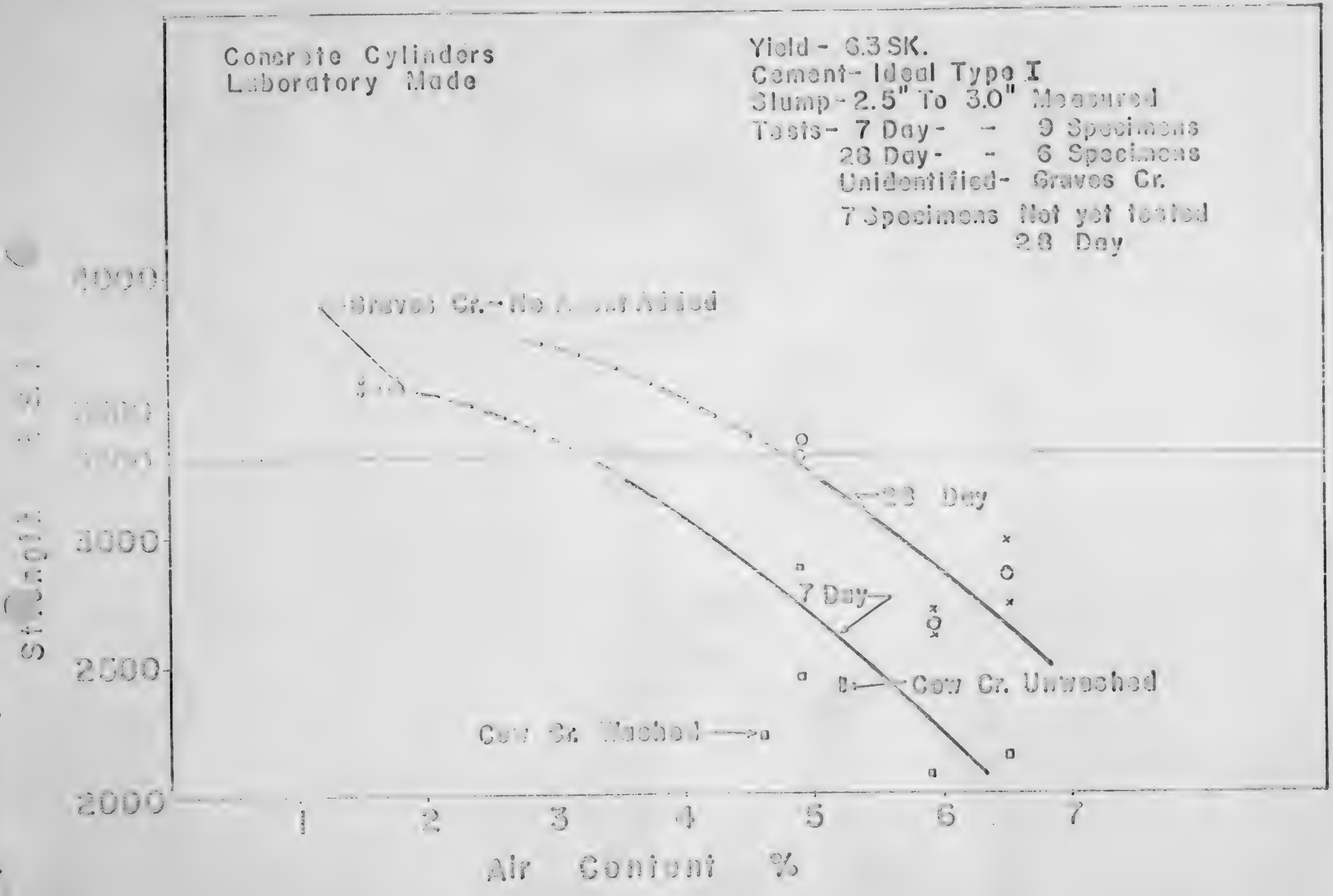

Concrete Cylinders
Field Submitted
Cow Creek Aggregate
Yield-- 7.0 SK.
Cement-- Ideal Type I
Slump-- 4" Reported
Test-- 28 Day Strength
Number Specimens-- 9
Strength - P.S.I.
4000
3500
3300
3000
2500
1
2
3
4
5
6
7
Air Content %

Chart 3.


Concrete Cylinders
Laboratory Made
Yield - 6.3 SK.
Cement- Ideal Type I
Slump - 2.5" To 3.0" Measured
Tests- 7 Day- - 9 Specimens
28 Day- - 6 Specimens
Unidentified- Graves Cr.
7 Specimens Not yet tested
28 Day
Strength
4000
3000
2500
2000
1
2
3
4
5
6
7
Air Content %
Graves Cr.- No Agent Added
28 Day
7 Day
Cow Cr. Unwashed
Cow Cr. Washed

1

RECEIVED
JUL 29 1965

Form CD-21 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

I-5-2(35)68

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: July 23, 1965

In reply refer to: 08-35.4-DB

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(35)68
Grave Creek-Jumpoff Joe Creek Section
State Force Order No. 4 - Drainage

Reference is made to your letter dated July 16, 1965 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and thereby prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

A signed copy of the order is returned herewith.

REFERRED TO Young w/ encl.
BY ASST. STATE HWY. ENGR. 7-29-65

RECEIVED
JUL 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible] approved by the Deputy or Assistant State Highway Engineer.

State Printing

Form X-106—5M

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 15 1965
G-1-P
Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Grave Creek - Jumpoff Joe Creek Date July 8, 19 65

Highway Pacific Contract No. 6470 F. A. Project No. I-5-2(35)68

County Josephine Prefix 617-1060 Account No. 234

Description of Work To Be Done:

Install Horizontal Drains

Location by Station Numbers:

Lt. Sta. 660 to 665 and any other places throughout the project where it may become necessary.

Estimate of Quantities and Costs:

Lump Sum Estimate

Labor	$2,000.00
Equipment	800.00
Material	200.00
Estimated Total Cost	$3,000.00

Explanation:
This work necessary due to excess seepage from newly constructed cutbanks. Work to be performed by State Forces. This work provided for in Original Project Authorization.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$2,523,161.25
Present estimate of project cost, including $ 3,000.00 for work under this order	$2,523,161.25
Expected under-run / over-run (amount)	$ none
Expected under-run / over-run (per cent)	none

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn E. Roberts
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

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AUG 5 - 1955
FOR FILING
I-5-2(35)68

Form [illegible]

STATE COPY

Contingent upon [illegible] of project [illegible] funds [illegible]
Date JUL 2 1965 [illegible]
G 1 - P [illegible]
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Grave Creek - Jumpoff Joe Creek
6470
Date: July 15- 1965
Highway: Pacific
Contract No.: 6470
County: Josephine
Prefix: 617-1060
Contractor: Peter Kiewit Sons' Co.
F. A. Project No.: I-5-2(35)68
Address: 611 East Main St., Medford, Oregon
Order No.: 7 G 1 - P

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Put sections of old road into condition for use as a frontage road. Work to consist of cutting brush from travel portions of road, remove rocks and dirt from roadbed, clean ditches and repair washouts.

Location by station numbers:

Work to be located between following stations.
Lt. 445 - Lt. 565; Lt. 605 - Lt. 660; Lt. 675 - Lt. 725.

Estimate of quantities and cost:

Lump Sum Estimate of Cost

Equipment	$ 700.00
Labor	700.00
Materials	None
Total Estimated Cost	$ 1400.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

No provision made in Contract for this work except fro blade work. All blade work to be done at bid price. All equipment use to be paid for at standard equipment rental rates.
No work covered by this order has been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 2,523,161.25
Present estimate of project cost, including $ 1,400.00 for work under this order	$ 2,523,161.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. E. Roberts
Glenn E. Roberts, Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Cuiner II
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer,
~~Assistant State Highway Engineer~~
Office Engineer.

State Printing

Young 8-4-65

Form H-[illegible]

RECEIVED
AUG 5 - 1965

FOR FILING
I-5-2(35)68

647

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS G 1 - P

APPROVED
Contingent upon [illegible] of
project [illegible] [illegible]ional
[illegible]
JUL [illegible] 1965 [illegible]
Title [illegible]
U.S. Bureau of Public Roads

Project Name: Grave Creek - Jumpoff Joe Creek
Date: July 12, 19 65
Highway: Pacific
Contract No.: 6470
County: Josephine
Prefix: 617-1060
Contractor: Peter Kiewit Sons' Co.
F. A. Project No.: I-5-2(35)68
Address: 711 East Main St., Medford, Oregon
Order No.: 6 G 1 - P

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove slide, rebuild frontage road and bench. Do necessary clearing. Haul Material to waste area.

Location by station numbers:

Slide located left of station 675+00

Estimate of quantities and cost:

Labor- - - - - - - - - - - - - - - - - - -	$ 8,000.00
Equipment Rental - - - - - - - - - - - - -	25,000.00
Materials - - - - - - - - - - - - - - - -	None
	$ 33,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work not adaptable to a Price Agreement and is to be handled on an Extra Work order basis. Cost of this work provided for in original Project Authorization.

Telephone approval of this order secured from the Division Office July 12, 1965

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 2,523,161.25
Present estimate of project cost, including $ 33,000.00 for work under this order	$ 2,523,161.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn E. Roberts
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Young 8-4-65

1

RECEIVED
JUN 22 1965

FOR FILING
I-5-2(35)68
5/17

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1965

To: MEMO TO THE FILES

SUBJECT: Metal Guardrail Inspection
Material Delivered by Hawkins & Hawkins Co., Inc., Berkeley, California, for Slated OSHD and BPR Projects

On Wednesday, June 16, 1965, the following listed personnel held a field inspection and discussion of stockpiled metal guardrail which had been manufactured and delivered by the Hawkins-Hawkins Co., Inc. of Berkeley, California:

Jay Boyd - Assistant Division Engineer, OSHD
John Jenkins - Assistant Materials Engineer, OSHD
Ed Reif - Materials Inspector, OSHD
John Walker - Assistant Construction Engineer, OSHD
Cliff Christenson - Assistant Area Engineer, BPR
R. W. Nelson - Administrative Manager, Hawkins-Hawkins Co.
John Dys - Sales Manager, Hubbard & Co.
Joe Lyski - Inspector and Consultant, Hawkins-Hawkins Co.

The stockpiles of material inspected were located near Roseburg and Medford and the material was slated for use on the following projects:

CONTRACT NO.	PROJECT	CONTRACTOR
6490 - OSHD	Coyote Creek-Graves Creek	Grosbeck & Durbin
6501 - OSHD	Siskiyou Station-Calif. Line	Kiewit & Sons
6470 - OSHD	Graves Cr.-Jumpoff Joe Cr.	Kiewit & Sons
6358 - OSHD	Sutherlin-Winchester	Houck
6451 - OSHD	Roberts Mtn.-Myrtle Creek	Houck
6312 - OSHD	Fairgrounds Rd.-Shady	Hutchins & McNutt
7R-53 CPR - 8 - 1294 - BPR	Lake of the Woods	Warren Northwest Co.
7R-22 CPR - 8 - 1372 - BPR	McKenzie Bridge	Babler Bros.

Prior to the field inspection a check on Laboratory Tests of specimen samples indicated the metal and galvanizing conformed to the Oregon State Highway requirements. This inspection was made primarily due to a report of questionable workmanship and mainly on the appearance of the galvanizing.

Inspection of the stockpiled material at Roseburg was first made. Visual examination revealed the following:

1. Laboratory specimens tested for the required tests such as quality of metal and amount of galvanizing were probably representative of the delivered material.

2. The galvanizing on one edge for an average distance of 1 - 2 inches was thicker than required and in numerous cases was considered rough when compared to the rest of the panel. It had the appearance of having run and dripped, which action caused unevenness and in some cases bumps. There was some sheets where the apparent dripping caused sharp protrusions of zinc. There were some cases where the zinc coating had a blown appearance, or slag-like deposit which was in a semi-loose condition. This did not effect the main galvanized coating, but was on the outside portion.

3. A few non-coated minor areas were observed where chipping or some action similar was responsible.

4. A few end sections were bent, probably through handling and some intermediate dents or bends were observed.

The stockpiled material at Medford was inspected next. This metal guardrail to some extent carried the same things as observed at Roseburg, but was in much better condition. Hawkins-Hawkins representatives claimed they had somewhat revised their methods of galvanizing for this material.

The amount of guardrail inspected was considerable, estimated as being worth some $400,000.

After the inspection a discussion of the quality of the material was held and the outcome was as follows:

Due to the large quantity of material, it would be impractical to individually inspect each panel of the rail prior to erection to determine corrective measures or rejection. It is considered the obligation of the contractor and supplier to furnish material which is considered suitable. Therefore, inspection by the State will be made after erection, but prior to painting. However, the contractor and supplier are to be advised that the following measures are to be taken for correction as they will form part of the basis for acceptance of the material. These corrective measures are as follows:

1. The rough edge portion of the rail is to be placed downward or at the bottom during erection.

2. All slag, sluff, loose or semi-loose material to be removed, as it may cause areas unsuitable for adhesion of paint.

3. Areas of chipping are to be painted with the approved zinc paint so no bare metal would be exposed.

4. Sharp protrusions are to be eliminated.

5. Bumps or other protrusions which might effect the proper joining and bolting of panels to a snug fit are to be eliminated.

6. Bent, dented or damaged areas are to be suitably corrected.

7. The above-stated corrective measures are to be made prior to painting and painting is not to be done until the Engineer has inspected the work and his approval to paint has been received.

It is not intended that the above requirements will in any way relieve the contractor from meeting the specifications as set forth in the contract agreement, but that they are made only to enforce said agreement.

It may be that some of the panels cannot be corrected to a suitable condition and in this case will be rejected.

John H. Walker
Assistant Construction Engineer

JHW:bjm

cc: F. B. Klaboe
A. W. Parsons - BPR
O. A. White
Ed Reif
L. R. Chandler
K. D. Limbocker
J. L. Hagedorn
Jack McCormack
R. A. Sandmann
G. E. Roberts
A. L. Chapman

RECEIVED
JUN 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 14 1965

1-5-2(35)18

6470

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name [illegible] Date [illegible], 19[illegible]

Highway [illegible] Contract No. [illegible]

County [illegible] [illegible] [illegible]

Contractor [illegible] F. A. Project No. [illegible]

Address [illegible] Order No. [illegible]

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

[illegible]

Location by station numbers:

[illegible]

Estimate of quantities and cost:

Lump Sum Estimate

[illegible] . . . . [illegible]
[illegible] . . . . [illegible]
[illegible]

([illegible])

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

[illegible]

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem after approval of the order by the assistant state highway engineer. The Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$[illegible]
Present estimate of project cost, including $[illegible] for work under this order	$[illegible]
Expected under-run over-run amount	$[illegible]
Expected under-run over-run per cent	[illegible]

Submitted by: /s/ [illegible]
Resident Engineer

Approval Recommended: /s/ [illegible]
Bridge Engineer

Approval Recommended: /s/ [illegible]
Division Engineer

Approved /s/ [illegible]
Deputy State Highway Engineer,
Assistant State Highway Engineer or
Office Engineer.

RECEIVED
MAY 13 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Grave Creek-Jumpoff Joe Creek — Date April 27, 1965

Highway (4-70) Pacific — Contract No. 6470

County Josephine — Prefix 617-1060

Contractor Peter Kiewit Sons' Co. — F. A. Project No. I-5-2(35)68

Address 621 East Main St., Medford, Oregon — Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Open up and pioneer slide areas at various places throughout the project so regular grading equipment can be worked to reasonable advantage.

Location by station numbers:

613-622, 681+50, 689+50, 701-706, 708+50 - 713 and any other places throughout the project that new slides may occur.

Estimate of quantities and cost:

Lump Sum Estimate

Labor		$ 200.00
Equipment Rental		650.00
	Total	$ 850.00

(Standard equipment rental rates to apply to this order)

NOTED
F. B. KLABOE

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Slides, caused by winter storms, in existing and cuts made on this project must be removed. This order to cover only the opening up of the slide areas so regular grading equipment can be used. No work covered by this order has been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 2,523,161.25
Present estimate of project cost, including $ 850.00 for work under this order	$ 2,523,161.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Submitted by: /s/ Glenn E. Roberts, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer

Approval Recommended: /s/ John Weiner Jr., Asst. Division Engineer

Approved /s/ L. H. Young

Printing

RECEIVED
APR 9 - 1965

FOR FILE

STATE COPY

Form E-209—5M

APPROVED
Date
M E Martin
Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

(over)

Project Name: Grave Creek-Jumpoff Joe Creek
Date: March 29, 1965
Highway: Pacific
Contract No.: 6470
County: Josephine
Prefix: 617-1060
Contractor: Peter Kiewit Sons' Co.
F. A. Project No.: I-5-2(35)68
Address: 711 East Main St., Medford, Oregon
Order No.: 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Widen grade, remove existing culvert and relay to fit revised grade as per revised sheets 2C and 3 dated March 17, 1965.

Location by station numbers:

Work between Stations 445+00 and 457+50

Estimate of quantities and cost:

Lump sum estimate (no material involved)

Labor	$ 887.00
Equipment Rental.	413.00
Total estimated cost	$1,300.00

Standard equipment rental rates to apply to this order.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work necessary to provide a speed change lane for traffic interchange to be located at Station Ls 441+73.97 P.O.T.

No work covered by this order has been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $2,523,161.25
Present estimate of project cost, including $1,300.00 for work under this order $2,523,161.25
Expected under-run / over-run amount . . . . . . $None
Expected under-run / over-run per cent . . . . . . None

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn E. Roberts, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien, Division Engineer

Approved /s/ L. H. Young
Office Engineer ~~Deputy State Highway Engineer or Assistant State Highway Engineer~~

Orig to Young
4-7-65

State Printing

BPR Division Office Endorsement:

Existing grade will be bladed to adjust superelevation to revised plans. Slopes are to be prepared to "key in" the sliver fill. Regular grading to be performed under the contract.

P. V. Riedl, Area Engineer

RECEIVED
APR 8 1965
STATE

RECEIVED
MAR 10 1965
FOR FILING

FEB 4 1965
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Crave Creek-Jumpoff Joe Creek
Date: Feb. 4, 1965
Highway: Pacific 6470
Contract No.: 6470
County: Josephine
Prefix: 617-1060
Contractor: Peter Kiewit Sons' Co.
F. A. Project No.: I-5-2(35)68
Address: Suite 19, 711 E. Main St., Medford, Oregon
Order No.: 2 - 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clean existing 36 inch culvert under present highway and repair damage done by overflow of this culvert

Location by station numbers:

Culvert located at Station 631+60

Estimate of quantities and cost:

Lump Sum Estimate

Labor	$ 500.00
Equipment	350.00
Total Estimated Cost	$ 850.00

(Standard equipment rental rates to apply)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Storm water washed rock and earth from drain ditch and adjacent area above culvert and into culvert plugging same for most of its length. Necessary to get this culvert opened as soon as possible to prevent flooding of the highway and further damage in the event of a hard rain. Approval of this order secured by telephone from Division Office on Feb. 4, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$2,523,161.25
Present estimate of project cost, including $850.00 for work under this order	$2,523,161.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn E. Roberts
Glenn E. Roberts, Resident Engineer

Approval Recommended: /s/C. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved: /s/ L. H. Young
~~Deputy State Highway Engineer,~~
~~Assistant State Highway Engineer or~~
Office Engineer.

State Printing

Copy To Young 3-10-65

RECEIVED
FEB 11 1965

70

477 Cottage Street, N.E.
Salem, Oregon - 97301

January 29, 1965

08-35.4-DB

Mr. F. D. Morgan, Construction Engineer
Salem, Oregon
ATTENTION: Mr. G. L. Decker, Ass't. Constr. Engr.

By:

A. W. Parsons, Division Engineer
Salem, Oregon

M. E. Martin
District Engineer

Original signed by
M. E. Martin
Dist. Engineer

Grave Creek-Jumpoff Joe Creek Section
Pacific Highway
Oregon Project No. I-5-2(35)68

In regards to the conflict of the telephone company's co-axial cable with the right of way between Stations 549 to 555 we recommend and will approve the moving of the fence from the access control line to a location as shown on the sketch furnished with your letter of January 21, 1965.

This approval does not, however, cover the shifting of the access control line which in this case can remain in the location as shown on the plans and approved for advertising.

NOTED
LLOYD P. SHAW

Orig to Decker
2-3-65

Copy to [illegible]
2-11-65

RECEIVED
JAN 28 1965

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 21, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Access Control Line Revision
Grave Cr.-Jumpoff Joe Cr. Section
Pacific Highway
Oregon Project No. I-5-2(35)68

Dear Sir:

Attached is a sketch of a proposed access control line revision on the subject project.

When this section was located, the telephone company's co-axial cable was so far from the proposed centerline, that it was not anticipated there would be any conflict with future construction.

We propose to shift the access control line and fence as shown on the sketch so that the cable can be serviced without securing a locked gate access or moving the cable. This proposed revision will leave a minimum of 50 feet between the fence and the toe of slope. The effectiveness and purpose of the access control line will not be altered.

Your concurrence in this proposed revision is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

DES:bjm

Attachment

cc: L. P. Shaw

NOTED
LLOYD P. SHAW

RECEIVED
DEC 31 1964
FOR FILING
[illegible]
64 10

December 30, 1964

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon 97310

Dear Mr. Nunn:

There is attached for the Governor's consideration a suggested reply to Mrs. O. R. Noel re a possible dedication ceremony on Interstate 5 in the Sexton Mountain area.

This section of highway is somewhat remote from any populated area, and it is very questionable that enough people would turn out to make it worthwhile to have a ribbon cutting.

In any event, it is impossible at this time to ascertain when the dedication ceremony could be set up. As you of course know, we are operating on a forced draft to complete I-5 by the late fall or early winter of 1966 and it would seem appropriate that a large-scale dedication at this time would be more in order.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attach.

cc R. L. Porter
Victor D. Wolfe

VDW:srb FC:fn

SUGGESTED REPLY FOR GOVERNOR HATFIELD'S CONSIDERATION

December 30, 1964

Mrs. O. R. Noel
Box 74
Merlin, Oregon

Dear Mrs. Noel:

The recent disaster has somewhat delayed my reply to your letter of December 12 on the subject of a possible dedication ceremony on the Sexton Mountain Section of Interstate 5.

I read with interest your remarks about Mrs. Lennon whom you refer to as the oldest living daughter of Ch. D. Sexton, the original owner of all the land traversed by Interstate 5 in this area.

I am advised by the State Highway Department that the estimated completion date for this particular section of Interstate 5 is October 1, 1965. It is impossible at this early date to know for sure that this date is firm.

If it should develop that a dedication ceremony in this area would create enough local interest to guarantee attendance, it is quite possible that such a dedication could be arranged. Very certainly, if I could be present, I would deem it an honor to have Mrs. Lennon assist me in the actual ribbon-cutting ceremony.

-1-

Merlin, Oreg. Dec. 12-64

Governor Hatfield.

Would you please tell me how the person is chosen to cut the ribbon at the dedication, of the opening of a new hi-way?

I have the address of the oldest living daughter of Ch. D. Sexton the original owner of all the land where all roads & hi-ways go through.

We had a nice visit with Mrs Lennon & she would like very much to be at the dedication of the opening of the new Sexton hi-way- and have the honor of cutting of the ribbon.

Please advise me.

Sincerely.

DEC 14 1964

Mrs O.R. Noel

Box 74. Merlin, Oreg. 9-7532

g

RECEIVED
DEC 8 - 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 4, 1964

Mr. Frank E. Price
Sunny Valley, Oregon 97478

Re: Coyote Creek-Grave Creek and
Grave Creek-Jumpoff Joe Contracts
Pacific Highway

Dear Mr. Price:

This is in connection with the letter of November 16, 1964, signed by you and other residents of Sunny Valley which was addressed to the State Highway Commission, Peter Kiewit & Sons and Roy L. Houck Sons. Your letter expressed your concern over the effect removal of gravel might have upon the lands along Grave Creek.

NOTED
R. L. PORTER

In the instant case the contractors on the two construction projects above listed have elected to secure their own source of material for road construction. Therefore, the location and method of procuring these materials rests solely within their control.

We are sending a copy of your letter of November 16, together with this reply, to each contractor for their information. Additional copies of this reply are enclosed, and I would be pleased if you would make them available to all others who signed the letter.

Very truly yours,

G. E. Rohde

G. E. ROHDE
Chief Counsel

GER:kr
by GER
Enc. 7 copies this letter

cc Peter Kiewit & Sons Company
Roy L. Houck Sons' Corporation
Also copies to R. L. Porter
L. R. Chandler w/11-16 letter Attn. John Quiner
F. D. Morgan w/11-16 letter Attn. G. L. Decker

OFFICE OF
STATE HIGHWAY ENGINEER

FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

December 1, 1964

08-35.2-HC

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Dee
Eng. Coordinator

T. Dee, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-2(35)68 Grave Creek-Jumpoff Joe Section
Pacific N.W. Bell Telephone Co. Utility Adjustment

Our memorandum dated June 19, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated July 6, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated October 30, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated December 1, 1964. Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing all work, except cable splicing and supplying materials, was approved with our November 6, 1964 memorandum.

Our program memorandum dated June 19, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. Our December 1, 1964 memorandum approved as a minor program change the addition of right-of-way acquisition and authorized you to proceed with acquisition effective also December 1, 1964. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

[illegible]
12 8 64

RECEIVED

FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

December 1, 1968

08-35.3-HE

Original signed by
T. Doe
Eng. Coordinator

T. Doe, Assistant Division Engineer
Salem, Oregon

Oregon Federal-aid Interstate Program
I-5-2(35)68 Grave Creek-Jumpoff Joe Creek Sec.

We are approving as a minor program change and authorizing you to proceed with actual acquisition of right-of-way for Pacific Northwest Bell Telephone Company adjustment on the captioned project effective this date, as requested by Mr. Young's December 1, 1968 letter.

It is understood that the $400 total estimated cost of this right-of-way acquisition ($360 Federal funds) will not increase the present programmed amount of Item 363, project I-5-2(35)68.

Authorization to proceed with the utility adjustment is being granted effective this date by separate memorandum.

Original to Young
12-8-68

RECEIVED
NOV 30 1964

FOR FILING

FORM [illegible] 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 17, 1964

SUBJECT: Right of Way for Pacific Northwest Bell Telephone Company
Grave Creek-Jumpoff Joe Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(55)68
Contract No. 6470
R/W Files: 36525 and 36530

To: Mr. W. T. Wright
Right of Way Engineer
BUILDING

ATTENTION: Mr. D. H. Moehring

Herewith you will find one copy of an estimate of cost submitted by Pacific Northwest Bell Telephone Company for work to be done on subject section. You will note there is a right of way item for $400.00 included as part of the reimbursable estimate.

We will need an appraisal to justify this cost.

Also attached are two sketch maps prepared by the company showing their proposed relocation.

Your immediate attention to this matter will be appreciated as it would be advantageous to have this relocation done as soon as possible.

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

PGP:bjm
Attachments

cc: L. P. Shaw
L. W. Riley
P. R. Barnhart

NOTED
LLOYD P. SHAW

RECEIVED
SEP 21 1964

FOR FILING

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 11, 1964

08-35.2-[illegible]

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By M. E. Martin
District Engineer

Oregon Project I-5-2(35)68, Grave Creek-Jumpoff Joe Cr. Section
Pacific Power & Light Co. Utility Adjustment

Our memorandum dated June 19, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated July 6, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated August 14, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated September 4, 1964.

We approved the proposed X-Permit for this utility on September 10, 1964 and have returned all copies to your office. Please furnish this office with two signed copies of the fully executed permit when received.

Our program memorandum dated June 19, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

RECEIVED
SEP 15 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
9-21-64

LISTED
LLOYD P. SHAW

RECEIVED
AUG - 6 1964

FOR FILING

64 [illegible]

[illegible]

[illegible]

TO BE PERFORMED ON FORCE ACCOUNT [illegible]

[illegible] Date [illegible]

[illegible] Contract No. [illegible]

County [illegible] Prefix [illegible]

Contractor [illegible] Co. F. A. Project No. [illegible]

[illegible] Order No. [illegible]

[illegible] "Extra Work", to be performed and paid for [illegible]

Description [illegible]

[illegible] participation in Flagging cost.

Location [illegible]

[illegible] throughout project.

Estimate of quantities and cost:

Lump Sum Estimate - - - - - - - - - - - - - - - - - - $ 15,000.00

Explanation [illegible] the conditions which cause this work to be classed as "extra work")

[illegible] provides that the State pay 50% of flagging cost on [illegible] of this work provided for in original project authorization.

[illegible] work covered by this order has been started.

[illegible] order should not [illegible] than one class of work or more [illegible] [illegible] copies of the order to Salem. [illegible] of the order by the assistant [illegible] engineer, the Salem office will [illegible] copy to the contractor, one to the division engineer and one to the resident engineer.	Project authorization	$[illegible]
	Present estimate of project cost, including $15,000.00 for work under this order	$2,[illegible]
	Expected under-run over-run amount	$[illegible]
	Expected under-run over-run per cent	[illegible]

[illegible] /s/ [illegible]
Resident Engineer

Approval Recommended: /s/ [illegible]
[illegible] Construction [illegible]

[illegible] /s/ [illegible]
Division Engineer

Approved /s/ L. H. [illegible]
[illegible]
[illegible] Engineer

original copy to Young
8-6-64

RECEIVED
JUL 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

64 1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 16, 1964

Peter Kiewit Sons' Co.,
711 East Main Street
Medford
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6170 for the following project:

Grading-paving-signing the Grave Creek-Jumpoff Joe Creek Section of Pacific Highway in Josephine County.

This award was based on your low bid of $2,009,810.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
JUL 20 1964

FOR FILING

Mr. Forrest Cooper, State Highway Engineer July 14, 1964
Salem, Oregon

Original signed by
T. Dec

08-35.2-0

T. Dec, Assistant Division Engineer Eng. Coordinator
Salem, Oregon

Oregon Project I-5-2(35)68
Grave Creek-Jumpoff Joe Creek Section
Grade, pave, sign

As requested in Mr. Nash's letter of today advising that all rights of way or rights of entry and access rights with the exception of those involved with utilities have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6470 to Peter Kiewit Sons' Company of Medford, Oregon, low bidder in the amount of $2,009,810.00 at the July 13, 1964 bid opening.

Mr. Litchfield's July 10, 1964 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our June 19, 1964 memorandum authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates as well as the necessary permits or other documents eliminating access rights are furnished to and approved by this office.

It should be noted that verification of the "crushed base equivalent" based on the use of equivalent daily 18 kip single axle loads as discussed in our May 27, 1964 memorandum regarding Projects I-5-1(55)06 and I-5-2(32)109 is necessary prior to full agreement on stage construction of the pavement. It may be to your advantage and desirable to prepare your own traffic coefficient factors based on State data for this purpose.

original To Young
cc Litchfield
7-20-64

NOTED
LLOYD P. SHAW

RECEIVED

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

July 1, 1964

08-35.7

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

Oregon Project I-5-2(30)68
Grave Creek-Jump-off Joe Creek
Appraisal, File 36519, Yokum

In reviewing this appraisal we note the property sold in 1960 from Yokum to Trader on an unrecorded contract. Sales price, according to information in the appraisal, was $6,500, verified by both buyer and seller.

Since normally a contract sale is towards the upper limit of value and might contain elements not directly related to market value we wonder if the appraiser saw a copy of the contract. If not, we request that he do so and place his analysis of the sale on the file.

NOTED
LLOYD P. SHAW

original To Wright
cc Young
7-3-64

FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

June 19, 1964

08-35.2-08

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-2(35)68
Grave Creek-Jumpoff Joe Creek Section
Grading, Paving and Signing

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained with relocation advisory assistance provided, and further that control of access rights,with the possible exception of those involved with utilities, has been obtained as indicated in Mr. Moehring's June 18, 1964 letter except for 13 parcels and a parcel under the jurisdiction of the Bureau of Land Management on which negotiations are in progress or condemnation suits will be filed with the expectation that those parcels will be made available for occupancy and contractor's use prior to award. Concurrence in award of contract will be withhold pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

The use of the May, 1964 Supplemental Standard Specifications for Metal Pipe Materials for Culverts, Siphons and Underdrains; Guide Posts; and Asphaltic Concrete Pavement is approved for this specific project.

Mr. Young's June 17, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Our May 27, 1964 memorandum has outlined conditions regarding approval of design and stage construction of the pavement.

Your June 15, 1964 status of preparatory work for utility adjustments indicates that no delays are anticipated. Evidence that satisfactory agreements have been reached in connection with utility adjustments included in the project estimate also should be furnished prior to our concurrence in award of contract. Authorization to proceed with all reimbursable utility adjustments is withheld until utility plans and detailed estimates are furnished to and approved by this office.

(more)

NOTED
LLOYD P. SHAW

The above-mentioned letter also states that the appropriate permit will be issued to the utility companies to control access from their easements as soon as the estimate and sketch maps have been received. We again urge you to adopt a practice in accordance with your policy regarding utility information as outlined in Section 2.2.1 and 2.5.3 of your Construction Manual so that such information is available prior to our approval of plans.

Attachment

Lloyd Shaw

RECEIVED
JUN 26 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 18, 1964

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Right of Way Status Report
Grave Creek-Jumpoff Joe Creek
Section
Pacific Highway
Josephine County
Grade, Pave, and Sign

Dear Sir:

All right of way and privately owned interests within the right of way, including access thereto, have been acquired on the subject project except for the following files which are in the condemnation process:

File No. 36520 - Gnap	$ 3,550
File No. 36521 - Yoder	150
File No. 36522 - Houston	515
File No. 36523 - Wykoff	50
File No. 36524 - Houston	755
File No. 36527 - Myrick	1,620
File No. 36564 - Hope	750
File No. 36566 - Leidecker	1,855
File No. 36864 - McDonald	540
File No. 36525 - Jackson	910
File No. 36533 - Condray	370
File No. 36531 - Grimes	655
File No. 36519 - Yokum (Previously optioned, now revised)	4,630
TOTAL	$16,350

We have been unable to negotiate the above files, and are in the process of filing condemnation actions so that we will be in a position to take possession by the date of bid opening. In each case, we have negotiated with the owner, and have been unable to secure an option. You will note that the total amount of compensation is rather small, and we anticipate no difficulty in getting condemnation actions filed by the July 13 date.

In addition to the above listed files, we have applied for right of way across Federal lands under the jurisdiction of the Bureau of Land Management. The application was filed on March 3 of 1964, and is covered by our Right of Way File Number 36537.

NOTED
LLOYD P. SHAW

We have asked the Bureau of Land Management to give us a Preconstruction Permit in the event that they are unable to forward a decision prior to the date of bid opening. We do not anticipate any dificulty in this matter.

Relocation advisory assistance has been offered on this project. The status of utility matters on the subject project will be submitted to you by the Utility Liaison Engineer.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:gc

cc - Lloyd P. Shaw
L. H. Young
C. H. Maison
L. I. Lindas
M. R. Mitchell

RECEIVED
JUN 18 1964
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

[illegible] REVISED

Section GRAVE CREEK-JUMPOFF JOE CREEK Highway PACIFIC (FA 3) County JOSEPHINE Profile
Res. Engr. [illegible] Chapman Length of Project approx. 5 Miles. Sta. 395± to Sta. 320± Date 4-16-64

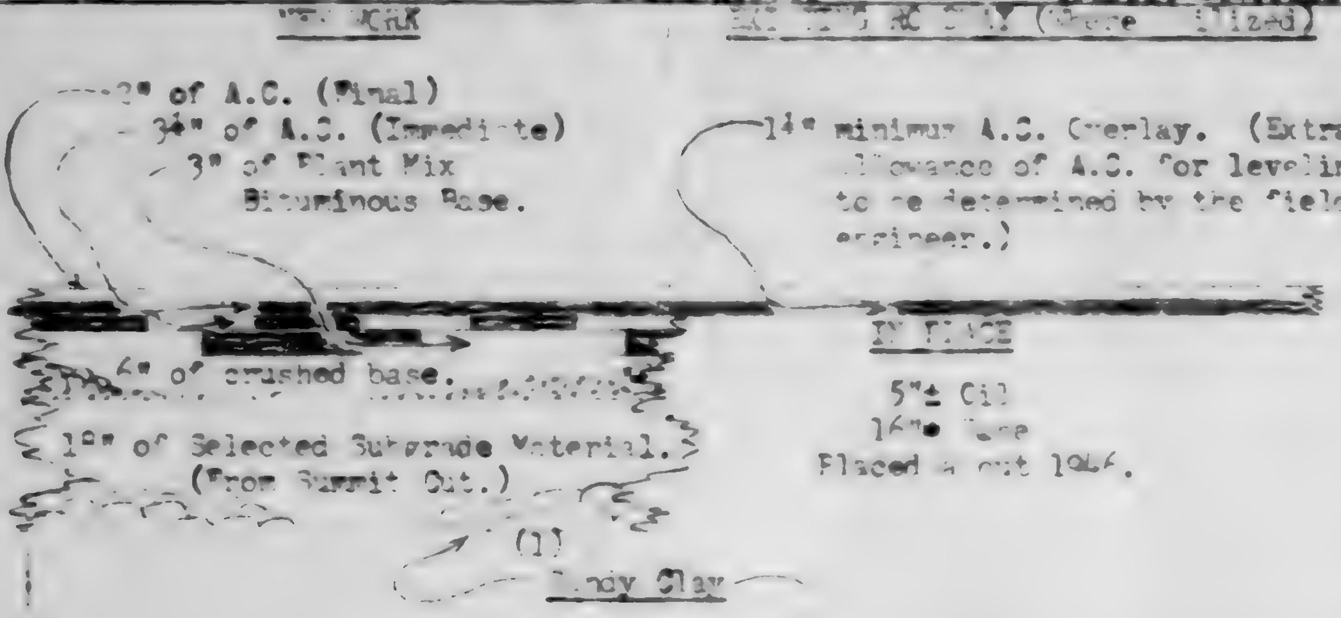
EQ 18K single axle loads = 379.1 TYPICAL SECTIONS Truck A.D.T. = 870 Traffic Coefficient = 10.3

(1)
Typical Soil

34	LL
16	PI
79	% P10
60	% P200
21	% Gravel
7	% C Sand
12	% F Sand
30	% Silt
30	% Clay
26	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-7-6 (7)

MATERIAL SOURCES:
Suitable material source to be determined by the Engineer.


NEW WORK
EXISTING AC ONLY (Where Utilized)
2" of A.C. (Final)
3¼" of A.C. (Immediate)
3" of Plant Mix Bituminous Base.
6" of crushed base.
18" of Selected Subgrade Material. (From Summit Cut.)
(1)
Sandy Clay
1¼" minimum A.C. Overlay. (Extra allowance of A.C. for leveling-to be determined by the field engineer.)
IN PLACE
5"± Oil
16"± Base
Placed about 1964.

OTHER ROADS	T.C.	Wear Surf	Level	Base	Actual Thick	CBE
Frontage	5.0	2" AC	2	7	11	13
	3.5	2"-2¼"-0		2¼	9¼	9

CR BASE EQUIV. TOTAL (1) REQUIRED		CREDIT	ACTUAL THICKNESS	
NEW WORK				
		4	2	AC-Final
		7	3¼	AC-Immed
		4½	3	PMBB
		6	6	Cr Base
		6	18	SSM
27¼		27¼	32¼	
OVER EXISTING AC ONLY				
		SEE SECTION		

FILING
RECEIVED 1964

6-16-64

B.P.R.
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by W. Yurbrough
Soils Assistant

Recommended by L. W. Hayes
Engineer of Materials

Recommended by R. L. Decker
Asst. Construction Engineer

Approved by Lloyd P. Shaw
Asst. Deputy State Highway Engineer

SECTION: [illegible] CREEK–[illegible] CREEK
HIGHWAY: [illegible]
COUNTY: [illegible]

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year 19[illegible]

A. Present ADT 4000 (Total)

B. Future ADT 13,300 (Total)

C. Mean ADT 8650 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 18 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 0.09 x (C) 8650 = 779

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 779 x (H) 100 % = 779

TRAFFIC COEFFICIENT = $K(I)^{0.119}$
where K = 4.664

= 10.3

Grave Creek-Jumpoff Joe Creek
Pacific Highway (FA 3)
Josephine County

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Coefficient ~~[illegible]~~ 10.3 Present ADT 4800 1984 ~~[illegible]~~ ADT 12,500 % Heavy Vehicles 18
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration None Annual Precipitation ~~[illegible]~~ 36±

4. Performance of Similar Pavements in Area: Good x Fair ____ Poor ____
Remarks: ____

5. Cost Comparisons: See attached sheet.

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: Part of Design

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: Not a consideration

10. Stimulation of Competition: Not a consideration

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: See attached sheet

CONCLUSION AND REMARKS:

On this project, two different surfacing designs were considered. Present Worth Costs (P.W.C.) were computed for each design and are listed below. 1963 average bid prices were used.

5-1/2 inches A.C. (Stage Construction)
3 inches A.T.B.
6 inches Crushed Base
P.W.C. $82,835.22 per two lane mile

8 inches Standard R.P.C.C.
2 inches Level Crse.
6 inches Crushed Base
P.W.C. - $95,024.28

The design using A.C. is recommended from a cost standpoint.

The Grave Creek gravel bar and the Chancellor Quarry are designated material sources for this project. Materials from these sources are not adaptable to the production of P.C.C. aggregates due to the lack of fines, however, these materials are adaptable to the production of A.C. aggregates

RECEIVED
JUN 1 - 1964
FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

May 19, 1964

08-33.3-OC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Dee
Eng. Coordinator

A. V. Parsons, Division Engineer
Salem, Oregon

By T. Dee, Engineering Coordinator

Oregon Federal-aid Interstate Program
Project I-5-Q(30)60
Grave Creek - Jumpoff Joe Creek Section

Our February 12, 1964 memorandum authorized you to proceed with actual acquisition for the subject project with the exception of the area on the west side of the highway between Stations 592 and 653 pending further study regarding access to Pacific Northwest Bell Telephone Company's co-axial cable.

Mr. Litchfield's April 29, 1964 letter proposed service by locked gates located approximately opposite Stations 593+00 and 621+60.

Following a field review establishing the need for provision of the proposed working space between the toe of slope and the fence, we concur in your proposal.

Your right-of-way status report (utility supplement) for the first P.S. & E. on this section should indicate the status of negotiations with the utility to subordinate its easement and accept the locked gates. The document utilized for this purpose should indicate that access is restricted to utility crews and that the gates be kept locked at all times other than when in use. An indication as to responsibility for furnishing locks and chains also would be desirable.

You are authorized to proceed with right-of-way acquisition on the balance of the project at a total estimated cost of $2,000. This action reduces your reimbursable obligation balance by $1,800.

original to Young
5-29-64

NOTED
LLOYD P. SHAW

RECEIVED
MAY 4 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 29, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Access to Pacific N.W. Bell Telephone
Company Co-axial Cable
Grave Creek-Jumpoff Joe Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(30)68

Dear Sir:

This is in reply to your letter of February 12, 1964, in which you request further information on Item No. 350 concerning the relocation of the subject telephone cable and, therefore, withheld authorization to proceed with right of way acquisition between Stations 592 and 653 on the westerly side of centerline.

It has been determined that the co-axial cable will be allowed to remain in place between Stations 592 and 623 since it does not conflict with construction. This will be served by locked gates located approximately opposite Stations 593+00 and 621+60. The cable lies outside the right of way between Stations 622 and 635 and will not need to be relocated. From Station 635 to Station 653 the cable will be relocated to lie outside the right of way and access to this will be from outside the access control line.

Authorization to proceed with the actual acquisition of property in this area between Stations 592 and 653 is, therefore, requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

TWL:bjm

cc: L. P. Shaw ✓
L. H. Young
W. T. Wright
L. R. Chandler
P. R. Barnhart

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FEB 27 1964
FOR FILING

Salem, Oregon
February 26, 1964

Mr. Walter T. Wright
Right of Way Engineer

OFFICE

As of February 11, 1964, we have approval from the Bureau of Public Roads to proceed with the acquisition of right of way on the Grave Creek-Jumpoff Joe Creek Section of the Pacific Highway in Josephine County with the exception of one section as indicated below.

Approval is not yet received for that section on the west side of the highway between Stations 592 and 563.

With the exception of the section noted, the rest of this project is cleared for acquisition.

Prefix 617-2508 — Grave Creek-Jumpoff Joe Creek Section

L. H. Young
Office Engineer

Emphasis Underlined

JAH:lt

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FEB 6 - 1964
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OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED REVISED

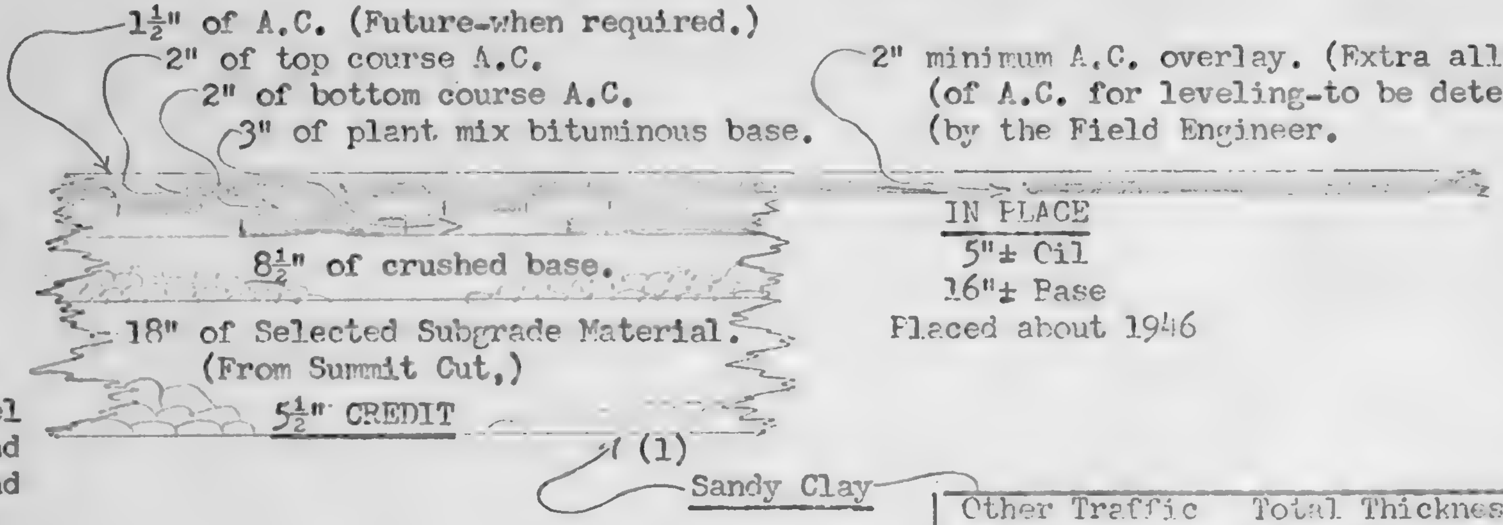
Section GRAVE CREEK-JUMPOFF JOE CREEK Highway PACIFIC (FA 3) County JOSEPHINE Prefix

Res. Engr. A.L. Chapman Approx. Length of Project 4.5 Miles. Sta. 445± to Sta. 720± Date 1-23-64

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (INTERSTATE)

NEW WORK

EXISTING ROADWAY
(Where utilized)


1½" of A.C. (Future-when required.)
2" of top course A.C.
2" of bottom course A.C.
3" of plant mix bituminous base.
8½" of crushed base.
18" of Selected Subgrade Material.
(From Summit Cut,)
5½" CREDIT
(1)
Sandy Clay
2" minimum A.C. overlay. (Extra allowance)
(of A.C. for leveling-to be determined)
(by the Field Engineer.)

IN PLACE
5"± Oil
16"± Base
Placed about 1946

(1)

Typical Soil

34	LL
14	PI
79	% P10
60	% P200
21	% Gravel
7	% C Sand
12	% F Sand
30	% Silt
30	% Clay
26	"R" Value (Corrected)

AASHO CLASSIF. - A-6 (7)

Other Traffic Classif.	Total Thickness Requirements.
Very Heavy (Primary)	19½"
Heavy	16½"
Medium Heavy	14"
Medium	12"
Light	9½"

Required Base & Wear: Crushed	Required Base & Wear: Not Crushed	Designed Base & Wear: Exist. Surf. Allow.	Designed Base & Wear: New Work	
	NEW WORK			
			4	AC
			3	PMBB
			8½	Cr Base
18" of	SSM =		5½	CREDIT
21			21	PRESENT
	Future		1½	AC
			22½	FUTURE
XXXXXXX	XXXXXXX	XXXXXX	XXXX	XXXXXXXXX
	OVER EXISTING ROADWAY			
	SEE SECTION			

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.

Suitable material source to be determined by the Engineer.

Revised Project Base Design submitted to recommend use of Plant Mix Bituminous Base. The material in this area is generally fair but poor material will be encountered and should be upgraded.

NOTED LLOYD P. SHAW

Submitted by J. W. Yarbrough
Staff Assistant

Recommended by G. L. Decker
Construction Engineer

Recommended by
Engineer of Materials

Approved by
ASSISTANT ~~Deputy~~ State Highway Engineer

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

PAVEMENT TYPE SELECTION

GRAVE CREEK-JUMP OFF JOE CREEK
PACIFIC HIGHWAY (FA 3)
JOSEPHINE COUNTY

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 4800 1975 ADT 9000 % Heavy Vehicles 15
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual Precipitation 36"±

4. Performance of Similar Pavements in Area: Good ______ Fair X Poor ______
Remarks: ______

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected.
A.C. surfacing was designated for this section in the 104 (b) 5 Needs Study.

JM

Grave Creek –
Jump off
Joe Cr. –
Pacific Hy #1
Josephine Co.

Sexton Mountain

Deflections Taken at 50 Foot Intervals

Readings in Inches

Creep Speed Measurements Taken on Uphill Grade

Start M.P. 250 - North - 4 Lane Creep Speed

	North Bound				South Bound			
Point	Travel Lane		Passing Lane		Passing Lane		Travel Lane	
	OW	IW	OW	IW	IW	OW	IW	OW
1	.010							.020
2	.018							.020
3	.012							.022
4	.022							.020
5	.026							.022
6	.016							.026
7			.008		.010			
8			.008		.010			
9			.014		.016			
10			Error		.020			
11			.018		.018			
Avg.	.0173		.012		.0168			.0216

Start Summit Sign - North Static Measurements
North Bound Lanes Only

Point	Traffic Lane		Point	Passing Lane	
	OW	IW		OW	IW
1	.012		11		.012
2	.010		12		.012
3	.008		13		.014
4	.014		14		.012
5	.012		15		.008
6		.016	16	.006	
7		.018	17	.014	
8		.016	18	.012	
9		.008	19	.010	
10		.014	20	.014	
Avg.	.0112	.0144		.0112	.0116

Total Avg. OW .0153 IW .0137
Range OW .006 - .026 IW .008 - .020

Some areas indicate increased strength required. Two inch overlay of asphaltic concrete sufficient.

Tested 9/25/63

PAVEMENT TYPE SELECTION

GRAVE CREEK-JUMP OFF JOE CREEK
PACIFIC HIGHWAY (FA 3)
JOSEPHINE COUNTY

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 4800 1975 ADT 9000 % Heavy Vehicles 15
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ________ Annual Precipitation 36"±

4. Performance of Similar Pavements in Area: Good ____ Fair X Poor ____
Remarks: ________

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected.
A.C. surfacing was designated for this section in the 104 (b) 5 Needs Study.

Grave Creek -
Jump off
Joe Cr. -
Pacific Hy #1
Asphaltic Co.

Sexton Mountain

Deflections Taken at 50 Foot Intervals

Readings in Inches

Creep Speed Measurements Taken on Uphill Grade

Start M.P. 250 - North - 4 Lane Creep Speed

Point	North Bound Travel Lane OW	North Bound Travel Lane IW	North Bound Passing Lane OW	North Bound Passing Lane IW	South Bound Passing Lane IW	South Bound Passing Lane OW	South Bound Travel Lane IW	South Bound Travel Lane OW
1	.010							.020
2	.018							.020
3	.012							.022
4	.022							.020
5	.026							.022
6	.016							.026
7			.008		.010			
8			.008		.010			
9			.014		.016			
10			Error		.020			
11			.018		.018			
Avg.	.0173		.012		.0168			.0216

Start Summit Sign - North   Static Measurements
North Bound Lanes Only

Point	Traffic Lane OW	Traffic Lane IW	Point	Passing Lane OW	Passing Lane IW
1	.012		11		.012
2	.010		12		.012
3	.008		13		.014
4	.014		14		.012
5	.012		15		.008
6		.016	16	.006	
7		.018	17	.014	
8		.016	18	.012	
9		.008	19	.010	
10		.014	20	.014	
Avg.	.0112	.0144		.0112	.0116

Total Avg. OW .0153 IW .0137
Range OW .006 - .026 IW .008 - .020

Some areas indicate increased strength required. Two inch overlay of asphaltic concrete sufficient.

Tested 9/25/63

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metke, Bend

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

RECEIVED
NOV 1 1963
FOR FILING

[illegible]

[illegible]

October 30, 1963

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. C. W. Head, Assistant Secretary

Gentlemen:

Reference is made to the letter sent to Josephine County Board of Commissioners on October 21, 1963 detailing the proposed plans to reconstruct the Pacific Highway (Interstate 5) from Graves Creek to Jumpoff Joe Creek. This department has studied these plans and it appears that this project will cause no conflict or problems with fish and game.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By

A. V. Meyers

A. V. Meyers
Lands Supervisor

AVM:mm

Copy to Forrest Cooper

RECEIVED
NOV - 1 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

18-3424 Lake of the Woods Maintenance 1964
Station, Lake of the Woods Hwy.
#6471

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OCT 28 1965
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18-3424

6471

October 27, 1965

Glens Falls Insurance Company
Pacific Coast Department
Cahill Building
350 Sansome Street
San Francisco, California 94104

Gentlemen:

On June 4, 1965, we wrote to you concerning release of final payment on Contract No. 6471 awarded to Jack Mathis General Contractor, Inc., for the Lake of the Woods Maintenance Station on the Lake of the Woods Highway in Klamath County.

Final payment on this contract is $2,327.68 and the total contract amount is $77,589.38. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fin
cc Jack Mathis General Contractor, Inc.
P.O. Box 697
Roseburg, Oregon

Ken Bailey Insurance Company
P.O. Box 985
Roseburg, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JUN 4 - 1965

6471

June 3, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed May 21, 1965, on Contract No. 6471. The contract was with Jack Mathis General Contractor and was for maintenance station facilities at Lake of the Woods on the Lake of the Woods Highway in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 21, 1965, and that you concur in this procedure at the Commission meeting on July 13.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
J. F. Putnam

CAG:jm bg

RECEIVED
AUG 11 1964
FOR FILING

71

FORM E-20X—20M—10-62

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1964

SUBJECT:

To Mr. D. B. Parkes
Office Engineering
BUILDING

Jack Mathis, General Contractor, started work on Contract No. 6471, Lake of the Woods Maintenance Station on the Lake of the Woods Highway in Klamath County on August 3, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query

NOTED
FLOYD QUERY

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JUL 17 1964
FOR FILING

6471

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
C. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 16, 1964

Jack Mathis, General Contractor, Inc.,
P. O. Box 697
Roseburg
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6471 for the following project:

Construction of the Lake of the Wood Maintenance Station on the Lake of the Woods Highway in Klamath County.

This award was based on your low bid of $76,869.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. M. Young
R. C. Savage (SIAC)
I. D. Merchant

RECEIVED
JAN 8 1964
FOR FILING

Salem, Oregon
January 7, 1964

Maintenance Station
Lake of the Woods

Mr. H. W. Hughlett
State Bridge Superintendent

I have your proposed Lake of the Woods maintenance station estimate totaling $149,780. The budget carries an item of $70,000 for this facility.

Please give me a layout for a unit costing approximately $70,000 for buildings and sanitary facilities only. Grading and surfacing of the lot can be achieved out of other budgets.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc Forrest Cooper
R. L. Porter

FORM E-30X—50M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2, 1963

SUBJECT: Lake of the Woods
Proposed Maintenance Station

To:

Ivan Merchant
Bridge Engineer
BUILDING

Attached hereto is vicinity map of the approved Lake of the Woods Maintenance Station in Klamath County. Proposed locations of the buildings are shown, though alteration may be made as to their final location after the site is cleared and graded. Also attached are contract estimates and State Forces work estimates.

In order to expedite the construction of building for this bi-annual budget, we request the following building plans, specifications, and map be prepared for contracting by the Bridge Division.

The sale and removal of the merchantable timber is now being negotiated by the Forest Service Department, after which the area will have to be cleared and graded.

The well has been drilled and completed.

E. S. Hunter
Field Maintenance Engineer

By ORIGINAL SIGNED BY H. W. HUGHLETT

H. W. Hughlett
State Bridge Superintendent

NOTED
TOM EDWARDS

HWH:hl
Attachments

cc: Tom Edwards
Dean Swift

NOTED
TOM EDWARDS

RECEIVED
JAN 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

LAKE OF THE WOODS MAINTENANCE STATION

PROPOSED CONTRACT CONSTRUCTION

1. Maintenance Shed: Block construction Standard Drawing #17085-86 6 Bays 97.5' x 36.5' Septic tank and drain field 3559 sq. ft. @ $8.00	$28,475.
2. Two (2) Dwelling houses with attached garages Drawings No. 12089-91 Design C Septic tank and drain field 2440 sq. ft. @ $12.75	$31,110.
3. Trailer Utility Building: Block construction 31' x 14' Septic tank and drain field and connection for five (5) sewer outlets to trailer shelters 31'x14' - 434 sq. ft. @ $28	$12,152.
4. Sand Shed: Standard Drawing #17981 Piling design Snow load 100# sq. ft. 3525 cu. yd. capacity 9000 sq. ft. @ $2.75 sq. ft.	$24,750.00
Total	$96,487.00
Engr. & Contingencies 20%	19,293.00
TOTAL CONTRACT CONSTRUCTION	$115,780.00

(see attached page for construction by State Forces

HWH:hl
1-2-64

PROPOSED STATE FORCES CONSTRUCTION

Preliminary Estimates

1. Draw, trailer shelter plans, see attached sketch for 5 Shelters 60 x 16 - piling construction 4800 sq. ft. @ $2.25	$10,800.
2. Gas pump island and canopy Electric wired and plumbed with 2-2500 gal. tanks and electric pumps	$2,500.
3. Pump and water lines	$2,000.
4. Clearing, grubbing - 6-8 acres @ $1200	$9,600.
5. Levelling, grading & surfacing Lump Sum	$5,400.
Total	$30,300.
Contingencies 12½%	3,700.
TOTAL STATE FORCES CONSTRUCTION	$34,000.
Plus TOTAL CONTRACT CONSTRUCTION (see Page 1)	$115,780.
GRAND TOTAL	$149,780.

HWH:hl
1-2-64

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AUG 22 1963

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18-34/24

171

Salem, Oregon
August 21, 1963

Lake of the Woods
Maintenance Site

Mr. L. H. Warfield
Assistant Division Engineer
State Highway Department
Bend, Oregon

The best advice I can give, regarding the type of permit on Lake of the Woods, is to take the same permit we have for Odell Lake, Santiam, Chemult, etc.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc I. A. DeFrance

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 20, 1963

SUBJECT: Lake of the Woods Maintenance Site

To: Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Jones and I met with Mr. Abrams of the Winema Forest Supervisor's Office in Klamath Falls and Mr. Twambly, the Lake of the Woods Ranger, yesterday and discussed the various permits possible for our proposed maintenance site at Lake of the Woods.

They informed us that according to the interpretation given them, title could not be given for a maintenance site, but one of several permits could be. They have two general types of permit: a term permit which can be issued for a period up to twenty years, and a terminable permit which can be terminated at any time and this is the type that we usually get. There are two types of the terminable permit, one which is normally given to private individuals and they are asked to pay the fair market value of the property. The other is a free permit which is usually given to states and counties.

They said that they have no knowledge of one of these terminable permits held by the State being cancelled without the State's permission. This is the permit referred to as the Act of March 4, 1915, as amended July 28, 1956. I would recommend that we apply for this terminable permit since we now have a well drilled on the site. If we were to try to move off of forest property, we would have to move either twelve miles to the west of the summit or nine miles to the east of the summit and neither location would be desirable.

An early decision of the application for the permit would be desirable. as the forest service is ready to call for bids for the clearing.

L. H. Warfield
L. H. Warfield
Assistant Division Engineer

LHW/pp

cc: I. A. DeFrance

RECEIVED
AUG 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 9 - 1963

FOR FILING

18-3-12[illegible]

6317

Salem, Oregon
August 9, 1963

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

I attach copies of correspondence from the Bureau of Public Roads concerning the Lake of the Woods Maintenance Site.

You will note that they propose a term permit of 20 years. I do not desire to place a $100,000 improvement on a piece of Forest Service lands under these conditions.

Please investigate this matter further and determine if it is possible to handle this matter at any other location and, if not, please so advise.

Tom Edwards
Assistant State Highway Engineer

TE:jw

Attachments

cc Mr. J. Herbert Stone
Regional Forester
U.S. Forest Service
Portland, Oregon

bc Forrest Cooper
R. L. Porter
E. S. Hunter } Enc.
H. W. Hughlett }

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: August 8, 1963

FROM A. W. Parsons, Division Engineer
Salem, Oregon

08-35.0

REFERRED TO
[illegible]
BY DEPUTY STATE HIGHWAY ENGINEER

SUBJECT: Right-of-Way File No. 35726
Lake of the Woods Maintenance Station
Transfer of Federal Lands

Mr. Saling's June 14, 1963 letter requested that Federal land for the subject maintenance station site be transferred to the Oregon State Highway Commission. This office, in turn, requested that the U.S. Forest Service transfer this land under the authority of Section 317, Title 23 U.S.C.

Attached are two copies of the July 30, 1963 letter from the Forest Service which states that they do not consent to the appropriation and transfer of the maintenance station site to the State Highway Commission. Accordingly, as stated in our June 12, 1963 memorandum, any further efforts in this matter under Section 317 should probably be abandoned.

The letter from the Forest Service offers solutions to the problem and requests advice as to which course of action to follow. We assume that you will advise them further in this matter inasmuch as we are not involved in special-use permit applications.

Attachments

RECEIVED
AUG -8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHWEST REGION
POST OFFICE BOX [illegible]
PORTLAND 8 OREGON

IN REPLY REFER TO
2730

July 30, 1963

Division Engineer
U. S. Department of Commerce
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon State Highway
Department File 35726

Dear Sir:

The application for appropriation and transfer of a parcel of land in Klamath County to the Oregon State Highway Commission for the proposed Lake of the Woods Maintenance Station was sent to our Chief's Office for review. The Chief has affirmed our previously stated interpretation that the transfer of maintenance station sites would not be consistent with Forest Service policy which is outlined in our Circular U-340 of December 3, 1958.

Since adequate authority exists with the Forest Service to permit long-term use, it is our conclusion that this transfer would be both contrary to the public interest and inconsistent with the purposes for which the land was reserved. Therefore, we do not consent to appropriation and transfer, under authority of 23 USC 317, of the Lake of the Woods Maintenance Station Site to the Oregon State Highway Commission.

As a solution to their problems we can offer for the State's consideration, a term permit for a period up to 20 years either under the Act of March 4, 1915, as amended July 28, 1956, or the Act of September 3, 1954. A free permit may be issued under the 1915 Act but a payment representing the fair market value would be required under the latter Act. Or we may continue processing the State's original application of May 2, 1963 and issue our standard terminable special-use permit.

Kindly advise as to which course of action the Highway Commission may wish to take. They may make application for special-use permits directly to this office.

Sincerely yours,

J. HERBERT STONE
Regional Forester

/S/ By Avon Denham

cc: 2

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MAY [illegible]
FOR FILING

[illegible]

FORM CD-121 (9-22-58)
(PRES. BY A.O. 209-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engr. DATE: May 7, 1963
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
08-35.0 Salem, Oregon

SUBJECT: Right-of-Way File 35726
Lake of the Woods Maintenance Station Site
Klamath County

We are in receipt of three copies of Mr. Saling's May 2, 1963 letter to Regional Forester J. Herbert Stone in connection with a request for a maintenance site under Section 317, Title 23 U.S.C.

Our February 19, 1962 memorandum in connection with your File 18678 stated that it is the opinion of Public Roads that the authority contained in Section 317, Title 23 U.S.C., to effect the appropriation for highway purposes of lands or interests in lands owned by the United States is limited to transfers of rights-of way and material sources in connection with the construction and maintenance of highways. Such authority is not applicable to a transfer requested by a State for a maintenance site.

In view of the foregoing, we sent, this date, a letter to Mr. Stone informing him of our position with respect to appropriation of maintenance sites under Section 317, Title 23 U.S.C. We also advised him that it would appear that any arrangements in connection with the site would be in accordance with their regularly established procedures for these matters and not Section 317 of Title 23 U.S.C.

Applications for appropriation of land from the Forest Service under Section 317 of Title 23 U.S.C. should be directed to this office with thirteen copies of supporting information as required by PPM 21-4.3. This is in accordance with the last paragraph on page 2 of Forest Service Circular No. U-340 and the afore-mentioned PPM. Whenever special use permits are involved, this office need not be a party to the arrangements between your office and the Forest Service.

NOTED
TOM EDWARDS

Copy [illegible] 5-[illegible]-63

NOTED
LLOYD P. SHAW

RECEIVED
MAY 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1963

FOR FILING

FORM E-30X—50M—5-60 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1963

SUBJECT: Proposed Lake of the Woods Hwy Maintenance Station Site

To:

Walter T. Wright
Right of Way Engineer
BUILDING

In connection with subject Maintenance Station site we are attaching three prints of a section of the Lake of the Woods Highway which shows the area desired and a Metes and Bounds description of the property to be acquired from the U. S. Forest Service.

This property is under the jurisdiction of the U. S. Forest Service and they have approved the proposed location of our site. The property is in a timbered area and it would be necessary for the Forest Service to hold a timber sale before we could prepare the site and construct our buildings.

We would prefer to acquire the property outright, but if this is not possible we would like to have a lease for not less than a 50-year period.

Will you kindly enter into negotiation with the Forest Service for the acquisition of this property as soon as possible. It is extremely important that they conduct their timber sale at once as it will be necessary for us to complete and occupy this site before next winter.

I. A. DeFrance
Maintenance Engineer

By ORIGINAL SIGNED BY E. S. HUNTER

E. S. Hunter
Field Maintenance Engineer

NOTED
TOM EDWARDS

JAP:hl
Attachments

cc: Tom Edwards
Dean Swift
S. P. Jones

RECEIVED
APR 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

20-1011 Salt Cr. Tunnel-Odell Mainteance 1964
Sta. Sec., Willamette Hwy.
#6472 (Grad., Pav. & Rock Prod.)

RECEIVED
MAR 23 1965
FOR FILING

Great American Insurance Company
New York

SERVICE OFFICE
400 FAILING BUILDING
PORTLAND, OREGON 97204

March 18, 1965

RECEIVED
MAR 19 1965
LEGAL & RIGHT OF WAY

Alan H. Johansen, Attorney
State Highway Department
Salem, Oregon 97310

Re: Your File : CLC-64-56
Our File : 403-LP-8822
Insured : Page Paving Company
Claimant : Bedline, Inc.
Accident : September 15, 1964

Dear Mr. Johansen:

Photo copies of your letter of March 10, 1965, addressed to our valued insured, Page Paving Company, and to Bedline, Inc., have been received with a copy of Bedline's letter of February 17th, addressed to Department of Highways.

We have a fairly complete investigation of this matter, and it is abundantly clear from the facts as we know them that the driver of the Bedline truck simply drove off the road. There was ample clearance for him to pass our insured's equipment, and after he went off the road, other and larger trucks cleared the area without difficulty.

We see no reason for the State Highway Department to be concerned about the matter.

Yours very truly,

W. H. Gardner
W. H. Gardner LB
Claims Attorney

WHG/lb
cc: Page Paving Company

RECEIVED
MAR 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6422

March 10, 1965

Bedline, Inc.
5930 Shull Street
Bell Gardens, California

Attention: Melvin P. Spitz

Re: Our File CLC-64-56
Accident 9/17/64
Willamette Highway

Gentlemen:

Your letter of February 17, 1965, addressed to the Department of Highways, Salem, Oregon, has been referred to the undersigned for acknowledgement.

This is to advise that by reason of the provisions of the policy of liability insurance which is provided for protection of the State's officers and employees, we are not at liberty to divulge to you any information gained in our limited investigation of the above accident. We are forwarding a copy of your letter, together with the limited factual data which we have, to our liability carrier, and it is possible that they might see fit to make this information available to you. We are, of course, certain that in the event any information is furnished to you, it would also be available to the contractor.

If you wish to contact our liability carrier, their name and address is as follows: General Insurance Company, Attention Ray Wilkerson, P. O. Box 2105, Salem, Oregon.

Yours very truly

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks
cc: Victor D. Wolfe
Edwin A. Pease
G. E. Rohde
bcc: General Insurance Co.
Page Paving Company

FORM E-122X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 10, 1965

General Insurance Company
P. O. Box 2105
Salem, Oregon

Attention: Ray Wilkerson

Re: Our File CLC-64-56
Accident 9/17/64
Willamette Highway

Gentlemen:

Enclosed for your information are copies of letter dated February 17, 1965, from Bedline, Inc., our reply thereto, and our letter to the contractor involved, Page Paving Company, both of the latter letters bearing even dates herewith. We also enclose a copy of a brief report on the incident from Robert B. DeLess, one of our departmental personnel, dated February 26, 1965.

We also enclose prints of the three photographs submitted by Mr. DeLess. While we assume that Mr. DeLess still has the negatives, we have no additional prints of these photos at the present time, and would appreciate their return after you have had an opportunity to examine them and make additional prints if you deem it advisable.

As indicated in our letter to the contractor, this appears to us to be a matter of contractor's responsibility, but experience indicates that we should nevertheless advise you of the matter. In the event of further developments, we will keep you posted.

Yours very truly,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks - encl.
cc: Victor D. Wolfe
Edwin A. Pease
G. E. Rohde

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
February 26,1965

SUBJECT: Request for information regarding an accident during construction of contract #6472 - Page Paving Co. Contractor.

To: Mr. E.A. Pease
Construction Office Engineer
Salem, Oregon

In answer to your telephone request of Mr. Worth for any pictures or information regarding an accident during the Overlay project on the Willamette Highway by Page Paving Co. during the past construction season.

This one vehicle accident happened, according to our construction report records, on September 17,1964 at 9:25 AM. The contractor was laying a sixteen foot panel downhill, East bound, from the summit. I was with the paving machine which was operating a short distance east of the point where the accident happened, which was approximatly Sta. 1220. I did not see it happen but did look back after the truck was in the ditch, about the time the driver and assistant were getting out of the cab. It did not appearat the time that anyone was injured.

The contractor had the pilot car in operation with flagmen at the extreme ends of the paving operation. His water truck was parked alongside the new AC mat filling the rollers with water with the traffic going through the confined space very slowly.

It was some little time before I was free to leave the paving machine and get my camera from the car and take the three enclosed pictures.

The inspector we had on the paving plant, Mr. Russell Lenhart, appears in one of the pictures, with the hard hat, but was not on the road at the time of the accident.

As to the exact cause, because I didn't acually see it happen, my only information is second hand of heresay.

cc: Geary H. Worth
enclosure

[illegible]
RECEIVED
MAR 1 1965

Robert B. DeLess

[illegible] 3-1-65 [illegible]
90 [illegible]

BEDLINE INC.

DIVISION OF CENTRAL WELDING & MFG. CO.
5930 SHULL ST., BELL GARDENS, CALIF. • SPruce 3-2325

February 17, 1965

REFERRED TO
Admin
BY SECRETARY

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

Department of Highways
Salem, Oregon

Gentlemen:

On September 17th, 1964, our truck and trailer, license #X 74982 and #WK 7761, driven by Stanley Norris, was proceeding west-bound on Highway 58 near the Willamette Pass, and overturned while moving onto a soft shoulder under the instructions of a crew of the Page Paving Company. A report and photographs were taken by one of your staff members who arrived at the scene shortly after the accident. We would appreciate it very much if a copy of the report can be mailed to us at the earliest possible time.

Yours very truly,

BEDLINE, INC.

Melvin P. Spitz

MPS/mr

[illegible]

RECEIVED
FEB 19 1965
OREGON
STATE HIGHWAY COMMISSION

CONVERTIBLE SLEEPER • METAL BED FRAMES • ROLLAWAY COTS • BUNK SPRINGS • BUNK BEDS • TRUNDLE BEDS

RECEIVED
JAN 20 1965
FILING

6472

January 18, 1965

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

On December 30, 1964, we wrote to you concerning release of final payment on Contract No. 6472 awarded to Page Paving Company for grading, paving, and rock production on Salt Creek Tunnel-Odell Maintenance Station Section of the Willamette Highway in Lane County.

Final payment on this contract is $8,790.59 and the total contract amount is $304,048.87, including $16,771.70 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc Page Paving Company
P.O. Box 2206
Salem, Oregon

Great American Insurance Co.
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

C.H. Maison
Attn: John Herr

RECEIVED
DEC 29 1964
FOR FILING

December 28, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed November 20 on Contract No. 6472. The contract was with Page Paving Company and was for grading, paving, and rock production on the Salt Creek Tunnel-Odell Maintenance Station Section of the Willamette Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 28, 1964, and that you concur in this procedure at the Commission meeting on January 26.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
L. R. Chandler

LPS:ajw bjs

RECEIVED
JAN 26 1965

FOR FILING

6472

December 15, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Gentlemen:

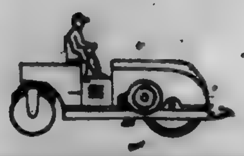
The State Highway Commission, at its meeting on December 15, considered your request for an extension of the completion date from October 15, 1964, to November 20, 1964, to complete contract No. 6472 for grading, paving, and rock production on the Salt Creek Tunnel-Odell Maintenance Station Section of the Willamette Highway in Lane County.

After considering the recommendation of the Engineer and other available information, the Commission granted an extension of the completion date from October 15 to November 18, 1964.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc
L. R. Chandler
Geary Worth
F. D. Morgan
L. H. Young
C. H. Maison

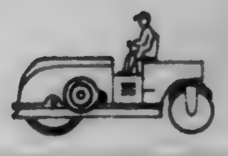


PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION ·········· MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON - 97308

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE PRESIDENT
JEANNE B. PAGE, SEC.-TREAS.

TELEPHONE: 585-2686



October 13, 1964

Geary H. Worth, Resident Engineer
Oregon State Highway Department
2141 E. 15th Avenue
Eugene, Oregon 97403

Re: Contract No. 6472
Salt Cr. Tunnel-Odell Maint. Sta.

Dear Sir:

We are respectfully requesting an extension of time on the referred to project from October 15, 1964 to November 21, 1964. Our reasons for requiring this is as follows:

(1) The rental time on the equipment items has exceeded your estimate considerably. This indicates we have been required to do more work than originally planned.

(2) We have worked all phases of the operations diligently six days a week and will have all of the roadway finished by October 15th. Only the stockpiling items will remain to be done and this will not interfere with the traveling public.

(3) We have curtailed our own paving operations to accommodate your maintenance forces with patching materials. By providing you with this material we have probably saved you considerable money.

(4) We have been required to widen additional parking areas at Salt Creek Falls and the Williamette Ski Area. This has slowed our progress.

We frankly feel that since the travel highway will be completed on time that we should be given favorable consideration for our request.

NOTED
LLOYD P. SHAW

Very truly yours,

PAGE PAVING COMPANY

Emerson P. Page

Emerson P. Page,
President

EPP:bh

RECEIVED
DEC 14 1964
FOR FILING

[illegible]

[illegible]

December 10, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 7
December 15, 1964 meeting

Gentlemen:

The Page Paving Company, the contractor on the Salt Creek Tunnel-Odell Maintenance Station Section of the Willamette Highway in Lane County (Contract No. 6472), has requested that the completion date for the project be advanced from October 15, 1964, to November 20, 1964.

The contractor gives as his reasons an overrun in equipment rental time; time delays caused by furnishing maintenance paving materials; extra work items; and the fact that he completed the roadway by the specified date. The overrun was in the production of maintenance materials.

There was an overrun in equipment rental hours, which can account for seven days. Also, the contractor produced 864.5 tons of asphaltic concrete for the local Maintenance Division. He also did some widening for parking areas and climbing lanes, some extra clearing and grubbing, and culvert extensions. These would permit a 22-day extension, or a completion date of November 18.

I recommend that the completion date of this contract be changed from October 15 to November 18, 1964. The project was actually completed on November 20, which will amount to two days liquidated damages.

This matter will be on the agenda for your consideration at the December 15 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enc.
cc Floyd Query
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. R. Chandler
L. H. Young
C. H. Maison

RLP:ms fn

E-320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 13, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the TIME ~~number of workday~~s from Oct. 15, '64 days to Nov. 20 days, within which to complete our Contract No. 6472, without the assessment of liquidated damages. The said contract is described as follows:

Salt Creek Tunnel-Odell Maintenaince Station Section

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: See attached letter to Resident Engineer.

Respectfully submitted,

PAGE PAVING COMPANY
Contractor

By , Pres.

CONSENT OF SURETY

Date OCTOBER 14, 1964

We, GREAT AMERICAN INSURANCE COMPANY
412 Failing Building,
Portland, Oregon, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

WELLS-REED-WOOD-WEST Co.
BY:
~~[illegible]~~

Resident Agent

GREAT AMERICAN INSURANCE COMPANY
BY: FRED C. REED - Attorney-in-Fact
(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6472 Contractor Page Paving Company

Highway Willamette

Section Salt Creek Tunnel - Odell Maintenance Station

Kind of Work Grading, Paving & Rock Production

It is recommended that the request for increase in the number of workdays within which to complete said contract beXXXXXXXXGRANTED. The reasons for such recommendation are as follows:

Over-run in equipment rental work, additional widening work, force account work and shut down order by Resident Engineer all caused delays in the completion of the project.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 6472

Project designation State
State-Federal

Date awarded July 14, 1964

Work started August 4, 1964

Per cent completed 100% 11-20-64
Date

No. of Workdays Allowed
Specified Completion Date 10/15/64

No. of Workdays Used N.A.

Request Completion Date 11/18/64

No. of Added Workdays Requested N.A.

State Printing 27920

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1964

SUBJECT: Extension of Time
Salt Creek Tunnel-Odell Maintenance Station
Willamette Highway
Contract No. 6472

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a request from Page Paving Company, contract on the subject project, for an extension of the specified completion date from October 15, 1964 to November 20, 1964 without the assessment of liquidated damages.

The contractor's reasons are listed herewith in quotation marks, with our analysis immediately following:

1. "Overrun in equipment rental time". The records show this overrun to be 344 hours. Also, that 50 equipment hours per day represented full production. On this basis 7 days additional time are recommended.

2. "We have worked all phases of the operations diligently six days a week and will have all of the roadway finished by October 15. Only stockpiling items will remain". The contractor did provide excellent cooperation. However, separate time limits for different phases of the work was not a part of the job provisions. No extension is recommended on this count.

3. "We have curtailed our own paving operations to accommodate your maintenance forces with patching materials". At the request of the D.M.S. and with the consent of Resident Engineer 884.5 tons of A.C. was produced for maintenance patching (at a probable saving to the State of $1.00 per ton). This cost the contractor's crushing operation 1 day's work, and 1 day extension of time is recommended for this reason.

4. "We have been required to widen additional parking areas at Salt Creek Falls and the Willamette Ski area. This has slowed our progress". This is true. Also, widening areas occurred at six other locations in the form of

NOTED
LLOYD P. SHAW

parking areas, climbing lanes, speed change lanes, etc. The production of the additional aggregates for this work, some 630 cu. yds, would only justify one day of extension. However, the spotty nature of the work in placement required two extra days. We recommend 3 days extra time be granted because of this work.

The contractor did not cite the following valid reasons for time extension, all performed by force account since they were not called for on the plans:

1. Clearing and Grubbing	3 days to perform
2. Culvert Pipe and Extensions	2 days to perform
3. Drainage and ditch work in rock	2 days to perform
Total Days Extension Recommended	7 days

Also, on November 12, 13, 16 and 17 the Resident Engineer directed the contractor to stop work due to excessive depths of snow. These four days should be allowed, since they occurred after the specified completion date.

The contract stipulates "the contractor will pay to the State of Oregon as liquidated damages . . . the sum of $140.00 for each and every calendar day except Saturdays, Sundays and legal holidays subsequent to that specified for the performance and completion of the work called for in the contract". This contract was completed on November 20, 1964 indicating an overrun of chargeable days in the amount of 24 (November 3 is a holiday).

For the reasons previously listed, a total of 22 days extension of chargeable days can be justified, which would extend the completion from October 15, 1964 to November 18, 1964. We recommend the completion time be extended to this date. This would still leave 2 penalty days amounting to $280.00 in liquidated damages.

This is a State project and Bureau of Public Roads approval is not required.

A suggested rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

GLD:bjm
Attachments
cc: L. H. Young
L. R. Chandler

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: December 6, 1964

SECTION: Salt Cr. Tun.-Odell Maint. Sta.

SECTION PREFIX: 20-1011

HIGHWAY: Willamette

COUNTY: Lane

NAME OF JOB: Salt Cr. Tunnel-Odell Maintenance Sta.

KIND OF WORK: Grading, Paving & Rock Production

CONTRACTOR: Page Paving Co.

CONTRACT NUMBER: 6472

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: July 29, 1964
August 4, 1964

ESTIMATED COMPLETION DATE: November 20, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

~~SPECIFIED WORK DAYS~~ XXXXXXXXCompletion
October 15, 1964

WORK DAYS USED:

PERCENT OF TIME ELAPSED: 142

PROJECT AUTHORIZATION: $ 322,936.87

ENGINEERING AUTHORIZATION: $ 22,964.40

EXCLUSIVE OF ENGINEERING: $ 299,972.47

ENGINEERING COST TO DATE: $ 26,717.83

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 303,949.07

PERCENT OF AUTHORIZATION: 116 %

ESTIMATED PERCENT: OVERRUN XXXXXXXX 1.39 %

DATE PROJECT WAS COMPLETED: November 20, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
		100		100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	8.16	8.16			8.16
MILES PARTIALLY COMPLETED					
MILES COMPLETED	8.16	8.16			8.16
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,700 hrs	7,900 cy	17,100 cy		22,300 ton
TOTAL QUANTITIES CORRECTED TO DATE	2,044 hrs	8,280 cy	16,947 cy		22,593 ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	2,044 hrs	8,280 cy	16,947 cy		22,593 ton
AVERAGE DAILY QUANTITIES	-	-	-		-
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	Completed		Completed		Completed
NUMBER OF SHIFTS PER DAY			-		
HOURS PER SHIFT			-		

EQUIPMENT USED DURING THE WEEK:

NONE

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Partly Cloudy		PROJECT
MONDAY	Rain		WAS
TUESDAY	Rain		COMPLETED
WEDNESDAY	Partly Cloudy-Showers		NOTED SEMI-
THURSDAY	Showers		JOHN R. OAKES FINAL
FRIDAY	Overcast		WORKED ON 5
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	PROJECT
MONDAY	COMPLETE
TUESDAY	WORK
WEDNESDAY	ON
THURSDAY	SEMI-
FRIDAY	FINAL
SATURDAY	

REMARKS

Semi-final estimate was completed and sent to Division Office Friday. This is the final report on this project.

SIGNED Geary H. Worth

ADDRESS 2141 East 15th ave., Eugene, Oregon 97403

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
OCT 27 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6472

October 26, 1964

~~Mr. and~~ Mrs. Joseph Pineault
3925 West 18th Avenue
Vancouver 8, British Columbia

Re: CLC No. 64-39
Date: 9/9/64
Damage to motor vehicle - 23 miles south of Oakridge, Oregon
Our Contract No. 6472
"Salt Creek Tunnel to O'Dell Maintenance Station"

Dear Mr. and Mrs. Pineault:

Your barrister's letter dated October 22, 1964, by James M. Miller, advising us that your car was damaged while proceeding over gravel about 23 miles south of Oakridge, has been referred to this office for reply.

As requested by your barrister, we are acknowledging receipt of this letter and are advising you directly.

Our records under Contract No. 6472 indicate that the principal contractor on this project is Page Paving Company, 494 State Street, Salem, Oregon. In its contracting obligations the state looks only to the principal contractor for satisfactory prosecution of a contract.

We regret, therefore, to inform you that the state is not liable for the damages that have occurred to your automobile while driving through the construction project.

We are, however, forwarding a copy of your letter to them with a request that they contact you directly.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
C. A. ALLISON
Staff Attorney

NOTED
FLOYD QUERY

CAA:jw
cc: Page Paving Company

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 26, 1964

Page Paving Company
494 State Street
Salem, Oregon

Re: CLC NO. 64-39
Contract No. 6472
Damage to motor vehicle
23 miles south of Oakridge, Oregon

Gentlemen:

We are enclosing herewith copy of a letter from Mr. James M. Miller, barrister for Mr. and Mrs. Pineault, claiming damages to their car while driving over the subject construction project.

A portion of 1.7.16 of the Standard Specifications for Highway Construction is hereby quoted for your information:

> "The contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the contractor, his subcontractors, or his employees in the performance of the work to be done under the contract.
>
> "The contractor shall indemnify and save harmless the State of Oregon, the State Highway Commission, the members thereof and its officers. * * *
>
> "* * * but all such loss or damage shall be borne by the contractor and all work under the contract shall be solely at his risk until it has been finally accepted."

We request that either you or your insurance company contact the Pineaults directly.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
C. A. ALLISON
Staff Attorney

CAA:jw
Encl.
cc: F.D. Morgan
G.E. Rohde
Floyd Query
L.R. Chandler
General Casualty Co.

J Hansen

CABLES: ROYLONG

LAW OFFICES OF
G. ROY LONG
BARRISTERS AND SOLICITORS
VANCOUVER AND KAMLOOPS, B. C.

683-7636

G. Roy Long, Q.C.
G. Roy Long, Jr.
Alfred D. Long
Mervin I. Chertkow
Robert J. Falconer
James M. [illegible]
[illegible] F. Thomas

BIRKS BUILDING
VANCOUVER 2, CANADA

October 22nd, 1964

Our File No. [illegible]

Department of Highways,
Salem, Oregon.
U.S.A.

Gentlemen,

Re: Damage to Motor-Vehicle of Mr. and Mrs. Joseph Pineault, 9th of September, 1964 - 22 miles east of Oakridge, Oregon, on Highway between Oakridge and Silver Springs (possibly Highway 58).

Mr. and Mrs. Pineault contacted the B.C. Automobile Association and in turn were directed to my office in connection with a mishap which occurred on the 9th September, 1964 at the above described location.

I am instructed by Mr. and Mrs. Pineault that at that time a grader was working on the highway in the area as described, and it was necessary to proceed by convoy for a certain distance and then to pass the grader. At this time, there were signal patrolmen on the road on duty who signalled them to proceed on after the convoy truck left them, and as stated before, in due course they were forced to pass the grader. The grader was pushing gravel before it and it was necessary for the line of cars to pass over this gravel. When Mr. and Mrs. Pineault's motor-vehicle attempted to cross over this gravel, unfortunately there was a boulder in the gravel. This boulder damaged their motor-vehicle which they were forced to have repaired, and for which I enclose a bill in the amount of $60.25. This accident was reported to the State Police at Oakridge so the place of accident, the time can be substantiated.

Of course, we take the view that the crew acting on your behalf was negligent, inasmuch as there should have been a flagman on duty at the point where they were forced to cross the gravel in order to ascertain that the way was clear for motor-vehicles.

I am therefore instructed to demand the amount of the bill, namely $60.25, and I would ask that you

/2....

acknowledge receipt of this letter directly to Mr. and Mrs. Pineault, who live at 3925 West 18th Avenue, Vancouver 8, British Columbia.

I am further instructed by Mr. and Mrs. Pineault that the Company doing the paving was Page Paving Company of Salem, Oregon and that a gentleman by the name of David Smith was the Superintendent.

Yours truly,
G. ROY LONG

per:
James M. Miller

JMM/ps

Encl. 1.

RECEIVED
OCT 23 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 17 1964

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6472

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 16, 1964

Page Paving Co.,
P. O. Box 2206
Salem
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6472 for the following project:

> Grading-paving-rock production on the Salt Creek Tunnel-Odell Maintenance Station Section of Willamette Highway in Lane-Klamath Counties.

This award was based on your low bid of $281,355.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
FEB 14 1964
FOR FILING
6472

2-11-64

Prefix No. 20-1468

LOCATION PROSPECTUS
SALT CREEK TUNNEL-ODELL STATION SECTION
WILLAMETTE HIGHWAY
LANE AND KLAMATH COUNTIES

HIGHWAY: Willamette. State Primary No. 18, Federal-aid Primary No. 29.

TERMINI: The northwesterly end of the project is at M.P. 56.18, which point is at the southeast end of the Salt Creek tunnel. The southeasterly end of the project is at M.P. 64.34, which point is at the Oregon State Highway Department Maintenance Station at Odell Lake.

LENGTH: 8.16 miles.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for minor widening and resurfacing on existing alignment. Only routine soils work will be conducted. No special drainage problems are known to exist. No economic analysis has been made nor is the need for one anticipated. This project need not be tied to the Lambert Grid System. This project is in the 1964 State Construction Budget.

CHARACTERISTICS:

	Present	Projected
ADT	1,600 (1962)	3,200 (1982)
Maximum Grade	5%	5%
Maximum Curvature	10°	10°
Rise and Fall	1,450'	1,450'
Central Angle	691° 53'	691°53'

STANDARDS: Class "B" highway warranted by traffic with proposed maximum grade and curvature. Deviation from State standards is anticipated in that the 10-degree curves permitted previously are to be retained.

TYPICAL SECTION: 24-foot traveled way with 4-foot shoulders, with occasional emergency widenings. The existing facility has approximately 22-foot bituminous surface.

BASE DESIGN: Tentative design for construction is:

	New Work	Over Existing
Paving	3-1/2" AC	1-1/2" Min.
Top Course Base	2 " Level	Additional AC
Bottom Course Base	12-1/2" Coarse Base	allowed for
Total Depth	18 "	levelling.

NOTED

MATERIAL SOURCES: Quarry site near M.P. 62.07 controlled by the Forest Service. Status of use permit, etc. to be determined.

ADDITIONAL FACILITIES: Interchange - none. Railroad crossings - none. Bridges - none; existing 10' x 10' RCBC at Salt Creek and pipe culverts to be utilized.

AGREEMENTS: None, except possible use permit for material source.

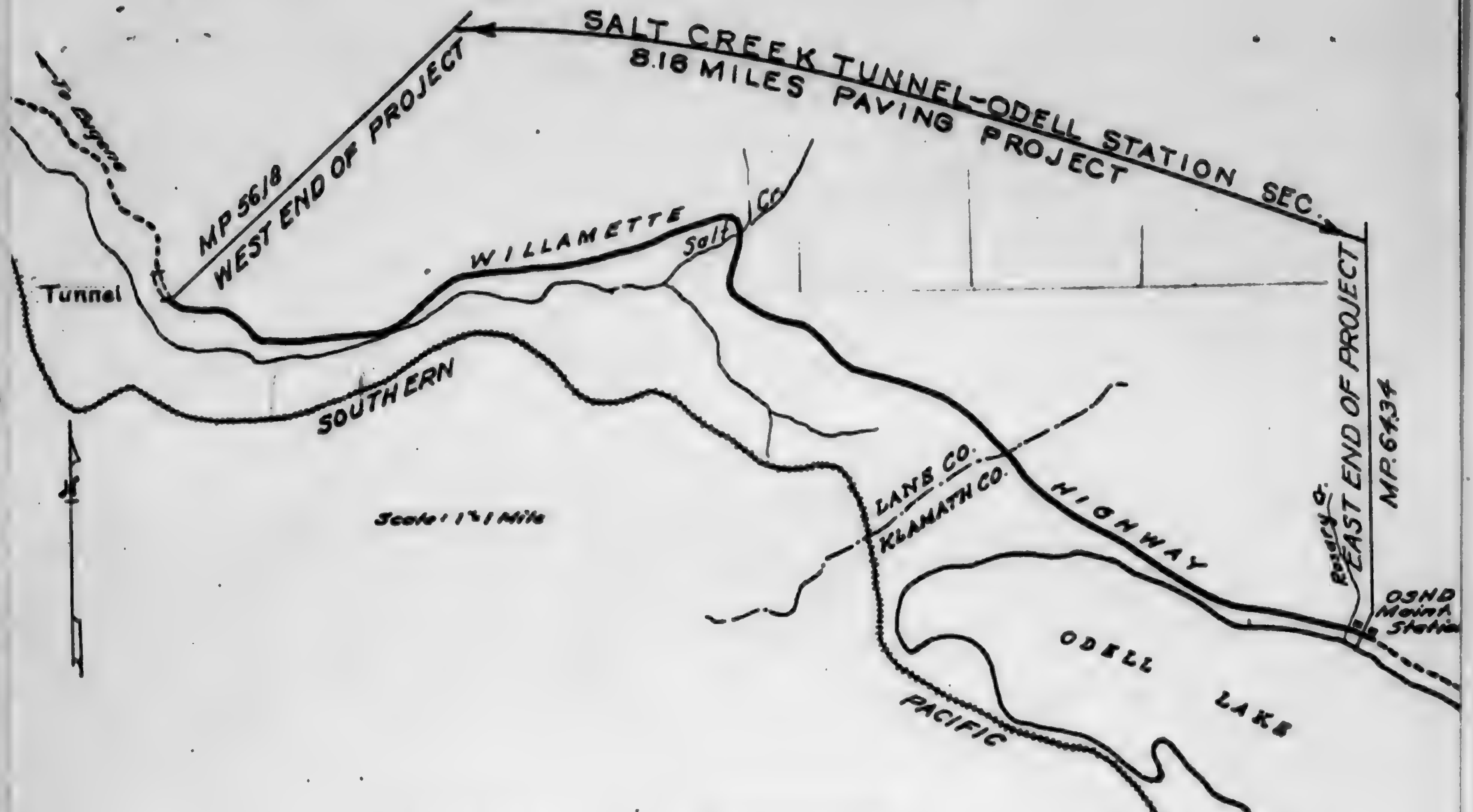
ACCESS: Unrestricted. Set-back controlled by Forest Service.

STATE PARKS: None.

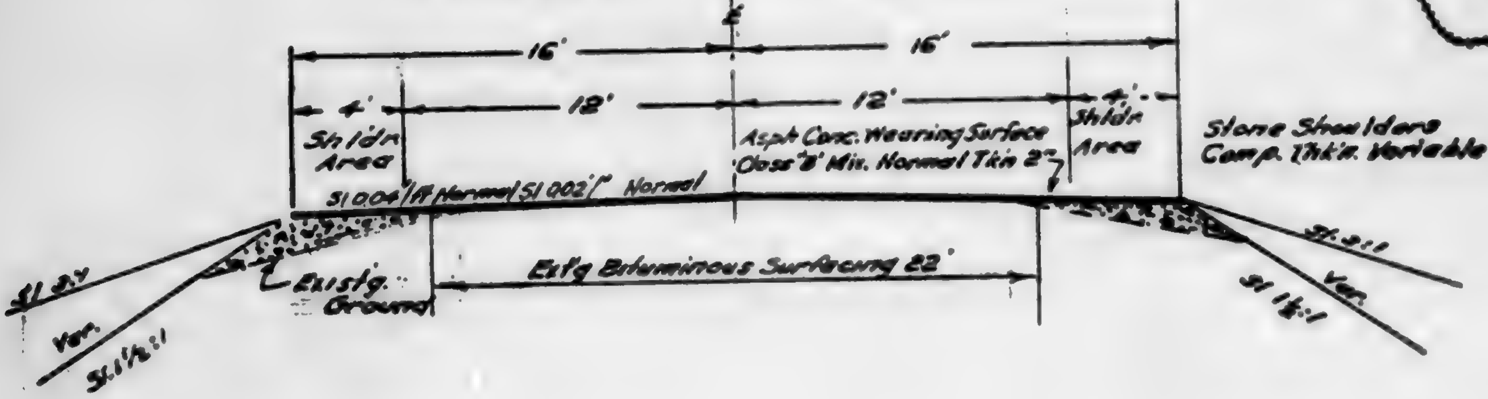
FOREST CAMPS: Salt Creek Falls. Approaches to be paved.

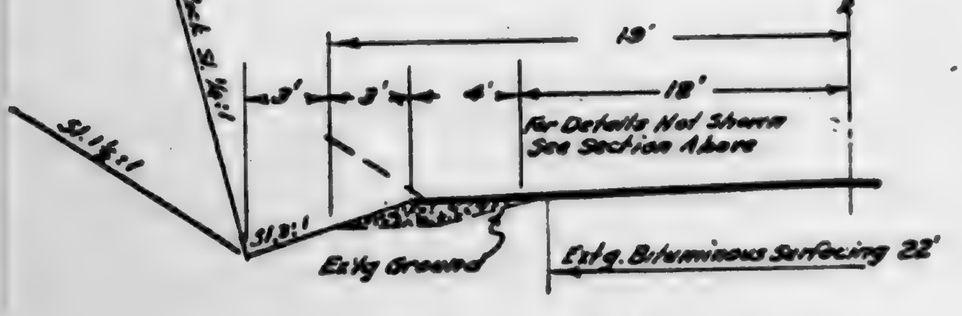
February 11, 1964
Attachment
cc Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER


SALT CREEK TUNNEL-ODELL STATION SEC.
8.16 MILES PAVING PROJECT
To Eugene
Tunnel
MP 56.18
WEST END OF PROJECT
WILLAMETTE
Salt Cr.
SOUTHERN
N
Scale: 1"=1 Mile
LANE CO.
KLAMATH CO.
HIGHWAY
Rosary Cr.
EAST END OF PROJECT
M.P. 64.34
OSHD Maint. Station
ODELL LAKE
PACIFIC

TYPICAL SECTION


℄
16'
16'
4'
12'
12'
4'
Sh'ld'r Area
Asph Conc. Wearing Surface Class "B" Mix. Normal Thk 2"
Sh'ld'r Area
Stone Shoulders Comp. Thk'n. Variable
Sl 0.04'/1' Normal
Sl 0.02'/1' Normal
Sl 3:1
Ven.
Sl 1½:1
Exist'g. Ground
Ext'g Bituminous Surfacing 22'
Sl 3:1
Sl 1½:1
Ven.


Rock Sl. ¼:1
Sl 1½:1
3'
3'
4'
18'
19'
℄
For Details Not Shown See Section Above
Sl 3:1
Ext'g Ground
Ext'g. Bituminous Surfacing 22'

WIDENING SECTION

SKETCH MAP
SALT CREEK TUNNEL — ODELL STATION SECTION
WILLAMETTE HIGHWAY
ASPHALTIC CONCRETE RESURFACING PROJECT
LANE & KLAMATH COUNTIES

I-5-6(54) Union Ave.-Swift Interch. 1964
308 Unit, Minnesota Fwy. Sec.,
#6473 Pacific Hwy. (Roadside Improve.)

RECEIVED
JUL 27 1966
FOR FILING

July 26, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. I-5-6(54)308

Dear Sir:

Your April 4, 1966, endorsement noted that contract work on Contract No. 6473, Union Ave.-Swift Interchange Unit Section in Multnomah County, Federal-Aid Project No. I-5-6(54)308, was satisfactory. The State Highway Commission authorized acceptance of the contract as of July 1, 1966.

Attached or listed below are the data necessary for your acceptance of the project.

All participating work under State Force Order
(including the establishment period) by State
Forces, or others, completed March 31, 1966

Contractor's wage certification is dated April 29, 1966

Attachments are as follows:

Materials Report, PR-47 (3 copies)
Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement
Narrative Report

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HER:jb
cc: C. H. Maison
F. D. Morgan
R. N. Chase

RECEIVED
JUL 8 1966

FOR FILING

2-6([illegible])

6473

July 8, 1966

U.S. Fidelity and Guaranty Company
Portland Office
201 Oregon Bank Building
Portland 4, Oregon

Gentlemen:

Contract No. 6473 awarded to E. P. Baltz and Son for roadside improvement on the Minnesota Freeway (Union Avenue-Swift Interchange Unit) Section of the Pacific Highway in Multnomah County was completed on May 7, 1965, and accepted by the Highway Commission on July 1, 1966.

Final payment in the amount of $5,336.26 will be released to the contracter after July 15, 1966. The total contract amount is $63,166.08 including $135.81 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc E. P. Baltz & Son
9817 East Burnside Street
Portland 16, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

1

RECEIVED
JUL 5 1966

FOR FILING
I-5-6(54) 36x

6473

July 1, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed May 7, 1965, on Contract No. 6473. The contract was with E. P. Baltz & Son and was for roadside improvement on the Union Avenue-Swift Interchange Unit, Minnesota Freeway Section of the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 1, 1966, and that you concur in this procedure at the Commission meeting on July 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C H. Maison
A. E. Johnson

bg

1-17

Oregon State Highway Department

May 2, 1966

Accounting Division	☒	Traffic Division	☐
Bridge Division	☐	Division Engineer ($\overset{\text{No}}{M}$)	☒
Construction Division	☒	Maintenance Division (Seeding & Mulching Sec.)	☐

Project No. I-5-6(54)308, Union Avenue-Swift Interchange Unit, Minnesota Freeway Section, Contract No. 6473, Prefix 626-1019, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by May 31, 1966 so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH: ls

RECEIVED
JUN 24 1966
FOR FILING

STATE COPY
FROM
P. R. OREGON DIVISION

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-6(54)308

6473

April 6, 19[illegible]

Mr. [illegible] Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that all work, including the establishment period, was completed [illegible] [illegible] Co., Inc., on Contract No. 6473, Union Ave.-Swift Interchange [illegible] Section, in Multnomah County, in connection with Federal-Aid Project No. I-5-6(54)308.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

[illegible] Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 4/2/66

Conditions noted on above date:

[illegible] Parsons
Division Engineer

Rt'd to Young
6-24-66

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Union Ave.-Swift Interch. Minnesota Freeway	WEEK ENDING: April 1, 1966	SECTION PREFIX: 626-1019
HIGHWAY: Pacific	COUNTY: Multnomah	
NAME OF JOB: Union Ave.-Swift Interchange	KIND OF WORK: Roadside Improvement	
CONTRACTOR: E. P. Baltz & Son	CONTRACT NUMBER: 6473	FEDERAL AID PROJECT NUMBER: I-5-6(54)308
DATE OF CONTRACT: July 14, 1964	DATE WORK STARTED: October 7, 1964	ESTIMATED COMPLETION DATE: May 7, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS: SPECIFIED CALENDAR DAYS 351	WORK DAYS USED: CALENDAR DAYS USED 351
PROJECT AUTHORIZATION: $71,468.44	SPECIFIED COMPLETION DATE: June 30, 1965	PERCENT OF TIME ELAPSED: 100%
EXCLUSIVE OF ENGINEERING: $66,386.24	ENGINEERING AUTHORIZATION $5,082.80	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $63,169.73	ENGINEERING COST TO DATE $5,716.64	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100%
ESTIMATED PERCENT: UNDERRUN 4.8 %	PERCENT OF AUTHORIZATION 112 %	DATE PROJECT WAS COMPLETED: May 7, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

Planting	Pipe	Valves	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY 0					
HOURS PER SHIFT 0					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	-	-	-	
MONDAY	Fair	0	0	3 RECEIVED
TUESDAY	Fair	0	0	
WEDNESDAY	Showers	0	0	
THURSDAY	Fair	0	0	BEN GIFFORD
FRIDAY	Cloudy	0	0	
SATURDAY	-	-	-	

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	-
MONDAY	No Work
TUESDAY	No Work
WEDNESDAY	No Work
THURSDAY	No Work
FRIDAY	No Work
SATURDAY	-

REMARKS

Mr. George Johnson and Mr. Robert Knapp of Salem on project Thursday, March 31,1966 looking over irrigation system.
Time clock will be installed on pump next week under SFO #2.
Semi final estimate will be sent in as soon as contractor's payrolls are received.
This is final weekly report on this project.

Routings: Constr. Eng'r (2)
BPR
Div. Eng'r
Shuler
Files

SIGNED James Don by k.S. LOCATION Portland
James Don, Res. Eng'r

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
JAN 25 1966

FOR FILING I-5-6 (54) 30x

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

KLK BD

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 64:75 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 20, 1966

In reply refer to: 08-35-DA

A.W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

REFERRED TO
Young
By Asst. State Hwy. Engr.
copy to Astrup
1-24-66

SUBJECT: Oregon Project I-5-6(54)308, I-5-6(56)307
Infected Shore Pines

A review of your letters dated September 22, 1965, signed by L. H. Young, and January 18, 1966 signed by Mark H. Astrup, and the specifications outline in considerable detail the problem of payment for the potentially infected Shore Pine furnished by the Briggs Nursery located in Thurston County, in the State of Washington.

Contrary to your letter of September 22, your extensive investigation indicated that no inspection certificates were apparently received on the nursery stock furnished by the Briggs Nursery. This is not in complete compliance with Oregon law; however, since your State Department of Agriculture has made an extensive inspection of the pine trees on the above two projects, it appears that the inspection procedure is adequate.

We have on file a letter from the United States Department of Agriculture, dated June 18, 1965 and signed by J. Herbert Stone, Regional Forester, which indicates a cooperative program between the U.S. Forest Service and the states of Oregon and Washington which is attempting to keep the European Pine Shoot Moth from the pine forests of the west. We find from the report of Dr. Donald F. Flora that the impact of such infestation would be extremely damaging to the western supply of pine, and it appears that extra precautionary measures were necessary as outlined in Mr. Stone's memorandum. (He urged that the entire shipment be destroyed as requested by the Oregon State Highway Department of Forestry).

It appears that even though the apparent lack of inspection certificate from the State of Washington was not available the remedial inspection by the forestry people of the State Department of Agriculture sufficed in finding those plants that were not in strict compliance with the specifications. We feel, as you do, that the some 80 remaining plants were acceptable under the contract and feel, therefore, that the contractor in

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

disposing of the 3 infested plants had met his contractual obligations. We therefore concur with you in rejecting the 3 infested Shore Pine and accepting the remaining Shore Pine that were destroyed in order to protect the pine forest of the West, and feel that participation should be extended in the amount outlined in your Price Agreement #5 under Project I-5-6(54)308 and Price Agreement #3 under I-5-6(56)307.

We commend you on your vigilance and expeditious handling of this very critical infestation problem.

RECEIVED
JAN 2 [illegible]
[illegible] OF
STATE [illegible]

RECEIVED
SEP 7 - 1965

FOR FILING
I-5-6(54)308
6413

September 2, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-5-6(54)308
Union Avenue-Swift Boulevard
Inspection-In-Depth on
Irrigation System

Dear Sir:

Your letter of August 13 transmitting a copy of Area Engineer Schell's valued inspection-in-depth report on the subject project requested our comments on his recommendations. These follow in seriatim:

1. Prevailing winds and ground contours as well as the type of planting proposed are always taken into consideration in preparing sprinkler system plans. Normally, there is less wind during the night hours. Advantage of this fact is taken when automatic controllers are approved.

2. In accordance with both old and new Standard Specifications, the contractor is responsible for adjusting and balancing the system to provide uniform and complete coverage. This could require the substitution of larger or smaller nozzles. We believe Sections 754-3.9 and 754-2.12 of the new Standard Specifications cover this requirement thoroughly and adequately. Final adjustment in the subject project has been postponed until the exchange of pumps is completed.

3. Return pipes into the well will be installed wherever installation conditions require. This item will be included in the proposed pump changeover.

4. The installation of additional sprinkler heads, if required, is provided for in the Standard Specifications and in the allowances included in the materials summary. This has always been our standard practice.

5. Topsoil permeability will be checked in all cases where there is a question of adequacy.

6. This recommendation is unclear. Normally, the largest size line extends from the pump to the section control valves. The size of all lines is checked against water requirements and friction losses.

This particular project was complicated by the lack of specific knowledge of the well capacity. On completion of the installation of a larger pump, observations of permissible rates or length of watering applications, as well as possible changes in nozzle sizes, will be made to insure that all contract specifications have been adequately complied with.

We expect to complete negotiations for the installation of a larger pump and submit the required price agreement form to your office for approval in the immediate future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan (2)
Mr. L. H. Young
Mr. A. E. Johnson (2) (Encl.)

MHA:de srb

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)
UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. Klaboe

DATE: August 13, 1965

In reply refer to: 08-35.4-DA

RECEIVED
1965

FROM : A. N. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(54)308
Union Ave.-Swift Blvd.
Inspection-in-Depth on Irrigation System

The above inspection-in-depth is transmitted for your review. Several of the recommendations grew out of the joint review by your people and the Bureau. Many of the recommendations should be considered during the design. We would appreciate your comments on these recommendations and what steps you have taken, if any, to resolve these problems.

REFERRED TO
Morgan
BY ASST. STATE HWY. ENGR.
R/D reply

RECEIVED
AUG 16 1965
OFFICE
STATE HIGHWAY ENGINEER

[illegible] Morgan (w/encls.
[illegible]
8-25-65

Eller
8/27

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

cc: Schell
Region (3)
Wash DC thru
OSHD (F. Klaboe)
File 439
Adm. Mgr.

FORM PR-33D
(5-64)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

sph

CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(Check Appropriate One) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

REGION 8	DIVISION Oregon	PROJECT NUMBER I-5-6(54)308
DATE OF INSPECTION July 1, 1965	PHASE(S) INSPECTED Irrigation Coverage, and Designing of Irrigation System for Lawn and Shrub Bed Areas.	
INSPECTION MADE BY H. A. Schell	IN COMPANY WITH J. Don, OSHD.	
REPORT PREPARED BY H. A. Schell, Area Engineer		

PROJECT INCLUDES

☐ GRADING AND DRAINAGE ☐ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☒ OTHER (Specify) Roadside Improvement.

CONTRACTOR (Name and address) E. P. Baltz & Son 9817 E. Burnside St. Portland 16, Oregon	CONTRACT AMOUNT $ 62,077 PROJECT STATUS (Percent complete) 99%

LOCATION 1 Mile north of North City Limits of Portland and just south of North Portland Harbor on the Pacific Highway.

REPORT FORMAT: (1) SUMMARY OF FINDINGS; (2) RECOMMENDATION (Including needed followup action); (3) DETAILED REPORT OF INSPECTION.

Travel time:	4 man hours
Field inspection:	6 man hours
Write-up:	6 man hours

UNION AVE.-SWIFT BLVD. INTERCHANGE
MINNESOTA FREEWAY
Landscaping

SUMMARY OF FINDINGS:

A complete review of the irrigation facility indicated that the system has been constructed in accordance with plans and specifications. Portions of the system, however, are on the lower limit allowed by the specifications and when the allowed variables are combined with field conditions, adequate coverage is not obtained. Future designs should include a statement that all portions of the system should be compatible and give complete irrigation coverage.

RECOMMENDATIONS:

1. Wind and ground contours should be considered when preparing plans.

2. Sprinkler nozzle openings should give complete coverage and operate in accordance with the manufacturer's recommendations for optimum efficiency.

3. The pump should have a return pipe into the well to prevent short term starts and stops (which heat up motor) when the pressure is adequate and the necessary flow reduced.

(more)

4. The size of the pump should be determined from the efficiency of the sprinklers and some allowance made for the addition of a few sprinkler heads in the automatic system when field conditions indicate the necessity for such an addition.

5. Topsoil permeability should be checked to determine the rate of moisture absorption which would be available for plants and grasses.

6. It appears that the largest distribution line should be at the pump.

DETAILED REPORT OF INSPECTION:

The details of this report are organized under the following headings: Project Status, Reasons Prompting the Inspection, Field Review, Records, General Comments.

Project Status:

This project was virtually completed May 7, 1965 except for the plant establishment period. All irrigation work was completed April 15, 1965. The actual installation was inspected in detail during the construction phase and is not reported herein.

The basic work involved in the irrigation system is as follows:

1. Installation of some 13,280 Lin. Ft. of water pipe varying in diameter from 3/4" to 3" (plastic pipe).
2. Automatic Control Valves 1" and 1-1/4" in diameter, 20.
3. Quick Coupling Valves, 90.
4. Drain Valves, 44.
5. Pop-up Sprinkler Heads, 150.
6. A 20-Section Automatic Sprinkler Controller.
7. Well drilling and the installation of 4-inch submersible multistage high pressure centrifugal pump with a 3 H.P. motor.

The well was reported on in Inspection Report No. 2 dated November 6, 1964 and was found to be satisfactory. Further details can be found in that report. It appears that specifications provide for a maximum volume of 100 gpm which is more than twice the volume required by the specified pump.

(more)

Reasons Prompting the Inspection

The inspection was performed after complaints from the contractor indicated that the system was inadequate. The State also became alarmed and enlisted their designers and Mr. Marvin ~~Cheever,~~ Shearer Extension Irrigation Specialist, Oregon State University. The entire inspection was done jointly with the State Highway Department officials June 4, 17 and July 1. The author was unable to attend the June 17 inspection. Others involved in the inspection from the State Highway Department were Messrs. Meola, Johnson, Knapp.

Field Review

The State checked several nozzle sizes on the automatic runs in grass areas and found many to be 5/32" diameter "Rain Bird" pop-up type. The pressure at the sprinkler was also checked and found to be just minimum (40 psi). This places the sprinkler just into the inefficient range. Water volume and radius were checked and found to be just adequate. Results were as follows:

	Radius	Volume
Far ends of automatic run	40'	3.7 gpm
	42'	5.3 gpm
Far end of snap valve system	35'	2.5 gpm

The manufacturer's requirements suggest higher pressures and more volume to be within the maximum efficiency range of the sprinkler head (41 psi - 4.5 gpm). This wide variation in volume at the ends of the one automatic system "run" might be corrected by using a larger size pipe.

A change to a 9/32" nozzle in the sprinkler head would place all sprinklers within the most efficient range and more volume would be desirable.

The snap valves do not require a specific volume. However, the small output is due to the dual operation of part of the automatic system and the snap valves. This indicates the small volume of water that is available for other than automatic watering when the automatic system is in operation.

All of the above data was recorded during a period of practically no wind. The manufacturer's efficiency curve is based on a maximum 2 MPH wind velocity. The weather bureau indicates that during much of the daytime hours the wind velocity is up to and over 7 MPH. Mr. ~~Cheever~~ Shearer indicated that above this 7 MPH velocity almost any irrigation system is unpredictable. The lawn areas have been watered during daytime hours and inadequate watering is likely to be the reason why in several places inadequate germination is apparent. A further investigation

(more)

indicated that the wind reduces in velocity from the hours of 11 P.M. to 7 A.M. The State anticipates irrigating during this period. The system as designed will not adequately irrigate the new lawns during the daylight hours as the contractor is attempting to accomplish. It is suggested that he irrigate the lawn areas during the hours of 11 P.M.-7 A.M.

The State has figured that 1-1/2" of water per week is the amount necessary to obtain adequate plant growth in this area. Their topsoil, however, will not allow fast absorption. Therefore, water must be applied only at a rate compatible with the permeability of the soil. The topsoil placed meets the specification requirements but is marginal and is very slow at absorbing moisture. This is a condition that should be considered in the application of water to plant and grass beds. It will also affect the layout of the sprinkler head and the pump selection. Too much water could seal up the crust of the topsoil and prevent adequate absorption.

The motor required to run the pump will heat when operated for continuous short periods (say 2 minute intervals). It is automatically controlled by the pressure in the storage tank. If very little volume of water is being used (such as watering with just a few snap valves) the pump motor is continually going on and off, causing an excess in heat and eventual damage to the motor. If a return pipe to the well could be provided and a minimum motor shut-off time comparable to manufacturer's recommendation, the system would last longer and provide a needed safety feature. This revision is suggested on this and future well systems.

Records

Project field records were reviewed (see attached sheets) and verified by field measurements. The recording procedure appears adequate. The field book sketch clearly shows the as constructed pattern and it varies somewhat from the plans. This variation can be attributed to a more complete irrigation coverage of the area and a more centralized trenching operation. Additional snap valve connections were made to acquire complete coverage of shrub beds with hand installed sprinklers. For the minor increase in cost, it is felt that the revision is more desirable than the system indicated on the plans. In some areas of the sketch some minor confusion might arise. An on-the-site inspection, however, would clarify this problem and the field book notes are considered adequate.

General Comments

With the combination of conditions explained above, the system is inadequate. It is felt by the writer and the State Highway people that a larger pump (say 5 H.P.) is necessary. This addition is recommended.

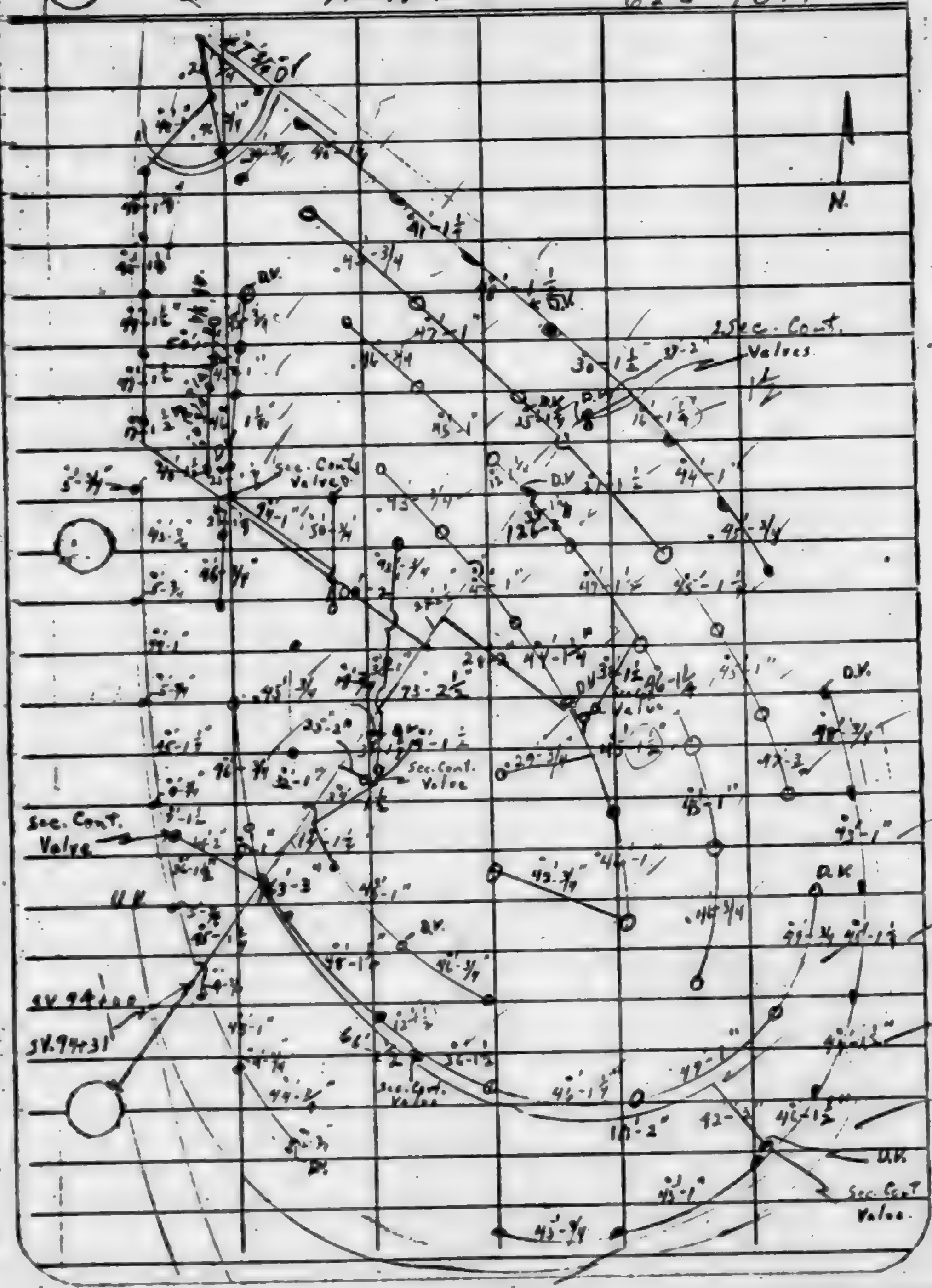
②

Sheet #1

Oregon State Highway Department

LEVEL SHEETS

LN S.V. Area #3 626-1019

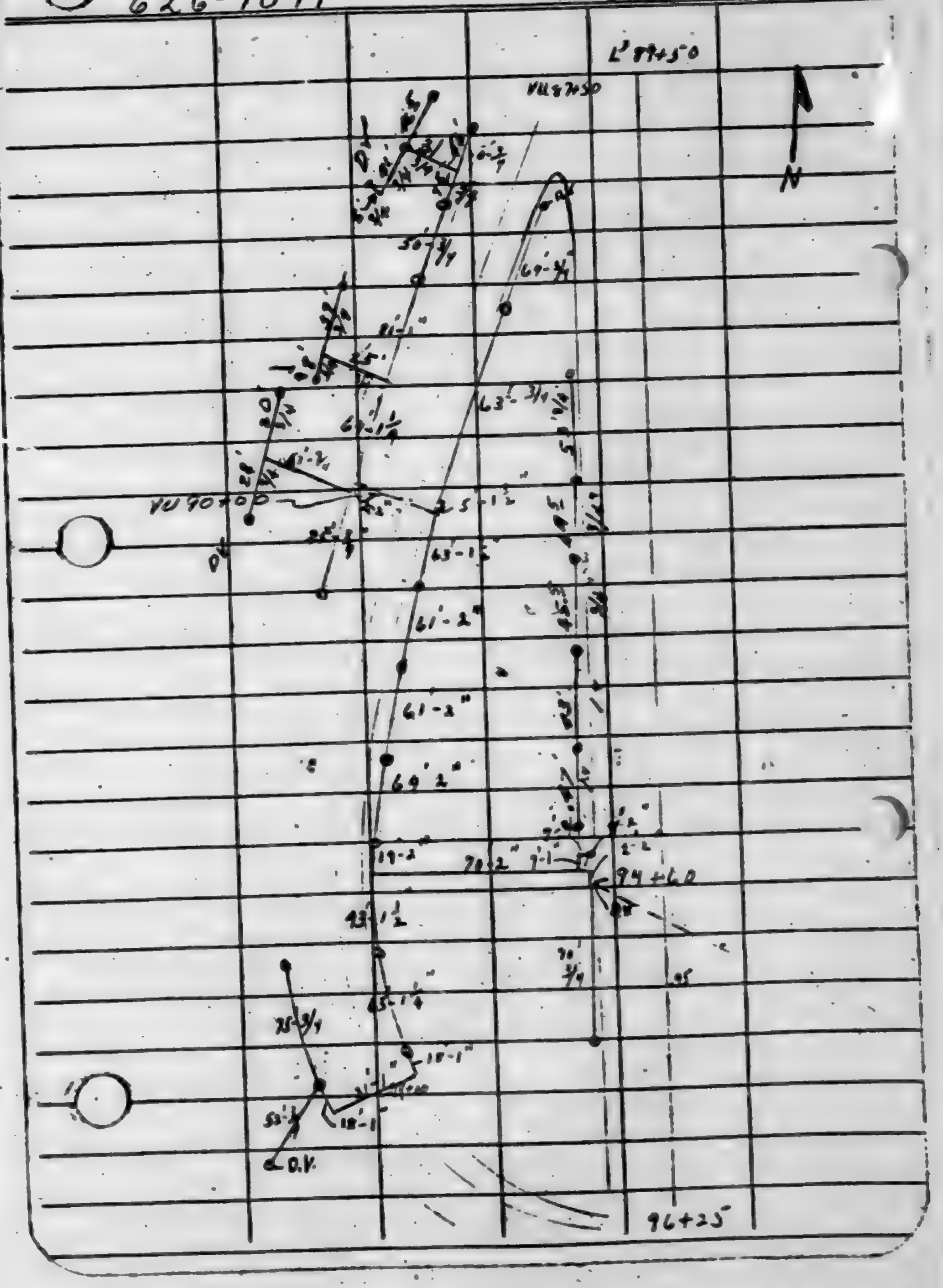

N.
D.V.
2 Sec. Cont. Valves
Sec. Cont. Valve
Sec. Cont. Valve
Sec. Cont. Valve
U.V.
SV 94+00
SV 94+31
D.V.
D.V.
U.V.
Sec. Cont. Valve
41'-1 1/4
47'-1
44'-1
30'-1 1/2
45'-1
43'-3
44'-1 1/4
29'-3/4
73'-2 1/2
46'-1 1/2
45'-3/4
11'-2"

①

Oregon State Highway Department

LEVEL SHEETS

626-1019 Area #2


L 89+50
VU 87+50
N
VU 90+00
63'-3/4
69'-3/4
30'-3/4
61'-2"
61'-2"
69'-2"
19'-2
70'-2"
94+60
43'-1 1/2
45'-1/4
18'-1"
D.V.
96+25

626-1019 Line Date 1-15-65 Party Libby

Area #3

Project Swift Ave - Interchange SP*TG

Form E-34—30M

#	Size	Lin ft	Units		
13	3/4"	~~1196~~ ~~1047~~		1,222	
14	1"	~~834~~		893	
15	1 1/4"	761 ✓ ~~696~~		761	
16	1 1/2"	624 ✓		624	
17	2"	~~555~~		530	
18	2 1/2"	167 ✓		167	
19	3"	163 ✓		163	
20	Risers	10.4'	11 ~~20~~ 1.3	14.3	
23	Snap Valves	8		11	
24	Manual Drain Valves		14 ✓	14	
22	Auto. Seq. Cont. Valves		9 ✓	9	
25	Pop-up Sprinklers		72	73	

626-1019 Line Date 1-14-65 Party Libby

Area #2

Project Union Ave - Swift Interchange SP*TG

Form E-34—30M

Item	Description				Amount
13	3/4" Water Pipe				949 L.F.
14	1"	"	"		244 L.F.
15	1 1/4"	"	"		129 lin. ft.
16	1 1/2"	"	"		111 lin. ft.
17	2	"	"		285 lin. ft.
20	Risers	40.3"	31×1.3		
23	3/4" Quick Coupling Hose Valves				31 each
24	1/2-inch Manual Drain Valves				6 each

RECEIVED
JUL 26 1965
OR FILING
I-5-6(54)308
6473

Salem, Oregon 97310
July 23, 1965

Roadside Improvement Projects
Union-Swift Interchange Unit &
North Unit, Minnesota Freeway
Section, Pacific Highway
Contracts No. 6473 & No. 6507

Mr. A. E. Johnson
Metropolitan Engineer
Portland, Oregon

Reply is made to Mr. Benedict's letter of June 18 concerning the subject projects.

The contractor was correct in his statement that it was not proven that the 80 pine trees were infected. They did come from a source infected with the European Pine Shoot Moth and, in the opinion of Forestry and Department of Agriculture officials, the finding of this infested pine jeopardizes their entire control program. Consequently, and in the public interest, their recommendation that the entire shipment be destroyed was followed by the Department.

Inasmuch as the shipment was covered by requisite inspection certificates, was delivered to and planted by the contractor in good faith in accordance with contract terms, we believe he is entitled to compensation for his work. As he has not completed the plant establishment period, which is part of the planting work, you are requested to negotiate a settlement at a price less than the bid price for "Furnishing and Planting Trees". In addition, it is understood that the State will pay the contract unit price for the replacement of the pines this fall.

The contractor is not entitled to compensation for the three infested pine trees.

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. F. D. Morgan
Mr. Mark H. Astrup
Mr. H. A. Schell - BPR

MHA:de erb

FORM E-99E—9CM—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
June 18, 1965

SUBJECT: Roadside Improvement Projects
Union-Swift Interchange Unit &
North Unit
Minnesota Freeway Section
Pacific Highway
Contracts: 6473 and 6507

To:
Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

I am transmitting herewith a copy of a letter received from E. P. Baltz and Son protesting the removal and destruction by State Forces of 81 pine trees on the two (2) projects. Included, also, is a copy of James Don's letter of transmittal.

You will note that the Baltz letter is essentially a claim for the value of 81 trees removed without his consent.

A. E. Johnson
Metropolitan Engineer

ORIGINAL SIGNED BY A. V. BENEDICT

By: A. V. Benedict
Assistant Metropolitan
Engineer

AVB:ds

Enclosure

cc: Mr. Mark Astrup
Mr. James Don

FORM 2-90 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
June 17, 1965

To: Mr. A. E. Johnson
Metropolitan Engineer
O F F I C E

SUBJECT: Union-Swift Interchange and
North Unit Minnesota Freeway
Roadside Improvement
Pacific
Contract Nos. 6473 and 6507

I am enclosing a copy of a letter from Mr. Baltz & Son Co. requesting an answer on payment for the 81 trees that were removed from the above stated projects. Removal was to prevent the spread of European Pine Shoot Moth.

These trees were requested removed and destroyed by Mr. A. T. Larsen, Pest Control Supervisor, of the Oregon State Forestry Department, and approved by the State Highway Dept. Mr. Baltz was requested to remove and destroy 81 marked trees and refused. The trees were removed and destroyed by State Forces on June 11, 1965.

Mr. Baltz's letter is self explanatory, and I am sending it to you for further instructions.

James Don

James Don
Resident Engineer

JD:ds

Enclosure

ALpine 4-6593

E. P. BALTZ & SON
9817 E. Burnside Street
PORTLAND 16, OREGON

June 15, 1965

RESIDENT ENGINEER
RECEIVED
JUN 16 1965
Noted ☒ RE ☐ ☐ ☐

Oregon State Highway Dept.
Attn: James Don, Res. Engr.
5821 N. E. Glisan St.
Portland, Oregon 97213

Re: Shore Pine Trees on Contracts
No. 6473 & No. 6507

Dear Sir:

Approximately two weeks ago I was informed that Forestry Dept. and the Dept. of Agriculture had found three (3) Shore pine trees on the above memtioned contracts that were infected with Pine Shoot Moth.

At that time I was informed that these trees must be destroyed, to which I consented.

On June 8th the Highway Dept. placed tags on 81 additional trees throughout both projects. This was to designate the remaining trees that came from Washington. I was informed that these 81 tagged trees were also marked to be destroyed. I strongly objected to this because it was not proven that the trees were infected.

On June 11th, I received a telephone call from the Resident Engineer who informed me that he was giving me orders to remove and destroy the 81 tagged Shore pine trees. I objected to this order because no ome informed me who was going to pay for the trees. I was then informed that since I refused to remove and destroy the 81 Shore pine trees the Highway Dept. would do this with state forces. These 81 Shore pine trees were removed and destroyed by State forces on June 11th, 1965.

As of this date I have received no information on who is going to stand the cost involved in this situation.

I feel that the State had no right in destroying my trees unless substantial proof was given that the trees were contaminated.

Since the Highway Dept. took if upon themselves to remove and destroy these trees without giving consideration to me, I feel that the State is responsible for all costs involved.

I demand an answer to this situation immediately, since no one in the Highway Dept. has been considerate enough to consult me as to who is going to bear the cost.

Sincerely,

BALTZ & SON CO.

Thomas F. Baltz
President

TFB:mb

CC. Bureau of Public Roads (Salem)

Landscape Contractors — Transite Pipe — Irrigation Supplies — Power Mowing Equipment — Mower Repair Service

A

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
JUN 17 1965
FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 15, 1965

Mr. W. H. Kosesan
Assistant Chief
Plant Division
Oregon State Department of Agriculture
Salem, Oregon 97310

Dear Mr. Kosesan:

In response to your letter of June 8, this will confirm that 83 Coast Pines shipped from the Briggs Nursery Company, Olympia, Washington and planted at our Union Avenue-Swift Interchange and North Unit, Minnesota Freeway Roadside Improvement projects were removed and destroyed on June 11.

Further, the contractor has been ordered to follow the spray program specified in your letter on all pines remaining on the project.

We appreciate your advice and assistance and trust that no additional infestations of the European Pine Shoot Moth will be found.

Very truly yours,

F. D. Morgan
Construction Engineer

By Mark H Astrup

Mark H. Astrup
Landscape Engineer

cc: F. B. Klaboe✓
F. D. Morgan
A. E. Johnson

RECEIVED
JUN 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

June 11, 1965

E. P. [illegible] & SON COMPANY
9817 E. Burnside
Portland, Oregon

RE: Roadside Improvement
Contract: [illegible] and 6907

Gentlemen:

This is to confirm the telephone conversation of this morning in which I requested that you remove 81 marked pine trees from the above stated projects. These trees are from a nursery in Washington and identified by the type of soil in the ball.

The removal of these trees was ordered from the Salem office by phone and is an attempt to control the spread of European Pine Shoot Moth. Request was made to remove and destroy today.

You refused to remove these trees because it had not been established who would be responsible for payment of them. Upon your refusal, I was instructed to have them removed by State forces, and am now in the process of doing this.

It is further requested that you spray the remaining pine trees on the above projects as follows:

Apply four (4) applications of spray at two-week intervals starting immediately using either Sevin or Diazinon.

Sevin—50% wettable powder, 2 pounds per 100 gallons of water, or four (4) teaspoons per gallon.

Diazinon—25% Emulsifiable Concentrate, 2 quarts per 100 gallons, or four (4) teaspoons per gallon.

Apply spray to crown until it drips from foliage.

Very truly yours,

James Don
Resident Engineer

RECEIVED
JUN 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

JD:ch
cc A. E. Johnson 14 June
Mark Astrup
E. E. Johnston
Don Shuler

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

Deliver

SF-1201 (4-60)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

9
1247

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

1209P PDT JUN 11 65 LLA073 SSA151 B

PR LLH016 PD PORTLAND ORG 11 1147A PDT

1965 JUN 11 PM 12 12

OREGON STATE HIGHWAY DEPARTMENT, ATTN JAMES DONS
RESIDENT ENGINEER 5821 NORTHEAST GLISAN ST DLR DONT PHONE
PORTLAND ORG

REFERENCE PINE TREES ON CONTRACT NUMBER 6473 AND CONTRACT 6507. PLEASE BE INFORMED THAT THE CONTAMINATED TREES (3 ONLY) HAVE BEEN DESTROYED.

IF THE HIGHWAY DEPARTMENT DESTROYS ANY OF THE REMAINING TREES ON EITHER OF THE ABOVE CONTRACTS THE HIGHWAY DEPARTMENT MUST ASSUME ALL RESPONSIBITY

BALTZ AND SONS CO TOM BALTZ

6473 6507 3
(52).

RESIDENT ENGINEER
RECEIVED
JUN 11 1965

Noted ☒ ☐ ☐ ☐
RE

S	No. ~~235 891~~	To		
O	By	At	To Be	
E				

RECEIVED
MAR 26 1965
FOR FILING

Form [illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Union Ave.-Swift Interch. Unit, Minnesota Freeway Date [illegible]
Highway Pacific Contract No. [illegible]
County Multnomah Prefix [illegible]
Contractor E. P. Baltz & Son F. A. Project No. [illegible]
Address 9817 E. Burnside St., Portland, Oregon Order No. [illegible]

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair eroded slopes

Location by station numbers:

"DS" Line Sta. 94 to Sta. 99

Estimate of quantities and cost:

Equipment	$130.00
Labor	41.50
Total	$171.50
Plus 15%	25.73
Grand Total	$197.23

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This extra work is necessary to correct slope erosion caused by heavy rains and melting snow. The contractor is to rent a modified "sheepfoot" roller from the State and roll the slopes. The roller rents for $10.00 per shift. There are no other rollers of this type available. The contractor is not to be jeopardized for double rental and is to furnish power equipment. The costs are based on a 10 hour day. Contractor is to do work. The work has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $71,468.44
Present estimate of project cost, including $ 197.23 for work under this order $71,468.44
Expected under-run / over-run amount $ 0
Expected under-run / over-run per cent 0

Space to right of this line for use of Salem Office

Submitted by: /s/ James Don
Resident Engineer

Approval Recommended: /s/ G. E. [illegible]
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict
Assistant Division Engineer

Approved /s/ L. H. Young
Office Engineer [illegible]

State Printing

Copy to Young
3-25-65

RECEIVED
NOV 5 1964
FOR FILING

[illegible]

6.1.7

November 4, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging costs on the Union Ave.-Swift Interchange Unit, Minnesota Freeway Section of the Pacific Highway in Multnomah County, Contract No. 6473 in connection with Federal-Aid Project No. I-5-6(54)308.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:mb
Enc.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
AUG 1 4 1964

HIGHWAY TRANSACTION NO.

PROJECT REPORT NO.

FO R-2
(RE -64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: I-5-6(54)308

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 N. Portland Harbor S. 0.03 Mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-19-64	0.261
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 69,880.00	$ 64,200.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

Backlund

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer: August 7, 1964

USCOMM-DC 8905-P64

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

Oregon State Highway Department

Federal Aid
Project No. I-5-6(54)308

UNION AVENUE-SWIFT INTERCHANGE SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 24, 1964

Type Code Y005
Roadside Improvement (Sta. 89+65 to Sta. 103+45) (Contract 6473)

Furnishing and Placing Topsoil	1,270	cu. yds.	$ 2.95	$ 3,746.50
Furnishing and Planting Trees	140	only	11.17	1,563.80
Furnishing and Planting Shrubs	7,530	only	2.94	22,138.20
Furnishing and Planting Salal	290	only	0.90	261.00
Furnishing and Planting Bearberry	4,400	only	0.42	1,848.00
Lawn Construction	5	acres	1,110.00	5,550.00
Grass Seed, Creeping Red Fescue	540	lbs.	0.55	297.00
Grass Seed, Chewings Fescue	320	lbs.	0.55	176.00
Organic Fertilizer, 5-3-2	12	cwt.	5.75	69.00
Inorganic Fertilizer, 10-16-8	82	cwt.	5.85	479.70
Manure Fertilizer	160	cu. yds.	4.75	760.00
Mulch Material (Ground Bark)	170	units	23.00	3,910.00
3/4-inch Water Pipe	4,780	lin. ft.	0.45	2,151.00
1-inch Water Pipe	2,900	lin. ft.	0.52	1,508.00
1 3/4-inch Water Pipe	1,770	lin. ft.	0.60	1,062.00
1 1/2-inch Water Pipe	1,350	lin. ft.	0.68	918.00
2-inch Water Pipe	1,790	lin. ft.	0.94	1,682.60
2 1/2-inch Water Pipe	1,050	lin. ft.	1.14	1,197.00
3-inch Water Pipe	640	lin. ft.	1.66	1,062.40
3/4-inch Galvanized Steel Pipe (Risers)	170	lin. ft.	0.30	51.00
1-inch Automatic Control Valves	9	only	32.26	290.34
1 1/4-inch Automatic Control Valves	11	only	36.10	397.10
3/4-inch Quick-Coupling Valves	90	only	3.96	356.40
1/2-inch Manual Drain Valves	44	only	7.95	349.80
Pop-up Rotary Sprinkler Heads	150	only	21.55	3,232.50
20-Section Automatic Sprinkler Controller	1	only	1,960.17	1,960.17
Drilling Well, 0-100 ft.	All	Required		850.00
Drilling Well, 101-150 ft.	50	lin. ft.	8.00	400.00
Drilling Well, 151-200 ft.	10	lin. ft.	8.00	80.00
Drilling Well, 201-250 ft.	10	lin. ft.	8.00	80.00
Furnishing and Installing Well Casing	160	lin. ft.	2.95	472.00
Develop and Test Well	All	Required		280.00
Pump House	All	Required		1,000.00
Pumping Installation	All	Required		1,898.00
				$62,077.51

Flagging (57½% of Contractor's Cost)	All Required	$ 200.00
Additional Well Depth	All Required	700.00
Additional Pump Installation	All Required	300.00
Power Costs	All Required	250.00
		$ 1,450.00

Subtotal	$63,527.51
10% Engr. & Cont.	6,352.49
Total	$69,880.00

Length of Project - - - - - - - - - - - - 0.261 Miles

Federal Funds -	$64,200.00
State Funds -	5,680.00
	$69,880.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(54)308

UNION AVENUE-SWIFT INTERCHANGE SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 15, 1964

Type Code Y005
Roadside Improvement (Sta. 89+65 to Sta. 103+45)

Furnishing and Placing Topsoil	1,270	cu.yds.	$ 3.00	$ 3,810.00
Furnishing and Planting Trees	140	only	10.00	1,400.00
Furnishing and Planting Shrubs	7,530	only	3.75	28,237.50
Furnishing and Planting Salal	290	only	1.10	319.00
Furnishing and Planting Bearberry	4,400	only	0.50	2,200.00
Lawn Construction	5	acres	1,300.00	6,500.00
Grass Seed, Creeping Red Fescue	540	lbs.	0.70	378.00
Grass Seed, Chewings Fescue	320	lbs.	0.70	224.00
Organic Fertilizer, 5-3-2	12	CWT	6.00	72.00
Inorganic Fertilizer, 10-16-8	82	CWT	6.00	492.00
Manure Fertilizer	160	cu.yds.	5.00	800.00
Mulch Material (Ground Bark)	170	units	25.00	4,250.00
3/4-inch Water Pipe	4,780	lin.ft.	0.60	2,868.00
1-inch Water Pipe	2,900	lin.ft.	0.68	1,972.00
1-1/4 inch Water Pipe	1,770	lin.ft.	0.80	1,416.00
1-1/2 inch Water Pipe	1,350	lin.ft.	1.00	1,350.00
2-inch Water Pipe	1,790	lin.ft.	1.20	2,148.00
2-1/2 inch Water Pipe	1,050	lin.ft.	1.30	1,365.00
3-inch Water Pipe	640	lin.ft.	2.00	1,280.00
3/4 inch Galvanized Steel Pipe (Risers)	170	lin.ft.	0.60	102.00
1-inch Automatic Control Valves	9	only	25.00	225.00
1-1/4 inch Automatic Control Valves	11	only	30.00	330.00
3/4-inch Quick-Coupling Valves	90	only	8.00	720.00
1/2-inch Manual Drain Valves	44	only	8.00	352.00
Pop-up Rotary Sprinkler Heads	150	only	24.00	3,600.00
20-Section Automatic Sprinkler Controller	1	only	800.00	800.00
Drilling Well, 0-100 ft.	All	Required		700.00
Drilling Well, 101-150 ft.	50	lin.ft.	7.00	350.00
Drilling Well, 151-200 ft.	10	lin.ft.	8.00	80.00
Drilling Well, 201-250 ft.	10	lin.ft.	9.00	90.00
Furnishing and Installing Well Casing	160	lin.ft.	3.00	480.00
Develop and Test Well	All	Required		300.00
Pump House	All	Required		1,000.00
Pumping Installation	All	Required		1,800.00
				$72,010.50

Flagging (57½% of Contractor's Cost)	All Required	$ 200.00
Additional Well Depth	All Required	700.00
Additional Pump Installation	All Required	300.00
Power Costs	All Required	250.00
		$ 1,450.00
	Subtotal	$73,460.50
	10% Engr. & Cont.	7,345.50
	Total	$80,806.00

Length of Project - - - - - - 0.261 Miles

Federal Funds	$74,000.00
State Funds	6,806.00
	$80,806.00

RECEIVED
JUL 17 1964
FOR FILING

FORM

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

4
647

July 16, 1964

[illegible] & Son
9217 East Burnside Street
Portland 16
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. [illegible] for the following project:

Roadside Improvement on the Union Ave.-Swift Interchange Unit of the Minnesota Freeway Section of Pacific Highway in Multnomah County.

This award was based on your low bid of $62,077.51 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc:
Frank Morgan
L. M. Young
R. C. Savage (SIAC)
Mark Astrup

RECEIVED
JUL 20 1964
FOR FILING

6473

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

July 14, 1964

08-35.2-0

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-6(54)308
Union Ave.-Swift Interchange Section
Roadside Improvement

As requested in Mr. Nash's letter of today advising that all rights of way and access rights with the exception of those listed for certain utilities have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6473 to E. P. Beltz & Son of Portland, low bidder in the amount of $62,077.51 at the July 13, 1964 bid opening.

Our June 19, 1964 memorandum authorizing advertising indicated that no utility adjustments are involved and that you were investigating all existing utility easements. Permits or other documents eliminating access rights should be issued for the above mentioned exceptions as soon as possible. The project will not be accepted as complete until such time when full control of access is obtained.

original to Young
7-20-64

NOTED
LLOYD P. SHAW

RECEIVED
JUL 20 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6473

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 7, 1964

Subject: Oregon Project I-5-6(54)308
Union Ave.-Swift Interchange Section
Roadside Improvement

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
466 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Reply is to the last paragraph of your letter dated June 19, reference 08-35.2-DA.

The Landscape Section has on file copies of Febco, Toro, Aqua-dial and Rainbird catalogs, all listing a manufacturer's warranty of their products. Normally this is one year. Although extra copies of these catalogs are not available, our copies are available for your inspection at any time. We trust this means will be satisfactory to you.

Very truly yours,

B. D. Morgan
Construction Engineer

cc: L. P. Shaw ✓
L. H. Young
M. H. Astrup

FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

June 19, 1964

08-35.2-0A

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

By C. R. Brooks
District Engineer

Oregon Project I-5-6(54)308
Union Ave.-Swift Interchange Section
Roadside Improvement

P. S. & E. documents for the subject project have been reviewed and are hereby approved, subject to any changes that are felt necessary following a complete review. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired for occupancy and contractor's use, with relocation advisory assistance provided and further, that control of access rights has been acquired with the possible exception of those involved with utilities, as indicated in Mr. Moehring's June 18, 1964 letter.

Mr. Young's June 17, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Your June 15, 1964 status of preparatory work for utility adjustments indicates that no utilities are involved but that you are checking all existing utility easements on this section. Certification concerning such access rights should be furnished prior to our concurrence in award, in accordance with subparagraph 9d of PPM 21-6.3.

Approval of the "Manufacturer's Warranty" clause in your specifications for automatic sprinkler controllers and control valves is given, subject to your furnishing satisfactory proof that this is standard industry practice.

Attach.

original To Young
with attach.
7-1-64

NOT TO
LOYD F. SHAW

I-5-6(53)　S. Unit Minnesota Frwy.　1964
304　Sec., Pacific Hwy. (Roadside
#6474　Improvement) [redacted]

RECEIVED
AUG 20 1970
FOR FILES

copy

REFERRED TO

By Asst. State Hwy. Engr.

8-19-70

AUG 10 1970

26-50

Mr. Ralph E. Franklin
Franklin and Watkins
2515 Seattle - First National Bank Building
1001 Fourth Avenue
Seattle, Washington 98104

Re: Oregon Project I-5-1(55)66; Contract 6454
Slate-Hall, Contractor; Spragues', Inc.,
Subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Spragues', Inc., Contractor

Dear Mr. Franklin:

This office has been asked to reply to your letter of July 29, 1970, on the above subject matter addressed to the Chief Counsel.

The July 9, 1970, letter of the Oregon Department of Justice noted your client's right to enter a claim in the United States Court of Appeals. The letter should have advised that the claim could be entered in the U.S. Court of Claims. In this connection, please note the information provided you in the fourth paragraph of my letter of May 21, 1970, as well as the information given the State highway department in the penultimate paragraph of the memorandum from the Director of Public Roads to the Regional Federal Highway Administrator on June 10, 1970, copy enclosed.

If this office can further assist you in any way, please let me know.

Sincerely yours,

S. K. Booth

NOTED
TOM EDWARDS

S. K. Booth
Assistant Chief Counsel
for General Law

Enclosure

NOTED
TOM EDWARDS

LAW OFFICES
FRANKLIN & WATKINS
2515 SEATTLE-FIRST NATIONAL BUILDING
1001 FOURTH AVENUE
SEATTLE, WASHINGTON 98104

MICHAEL KEYS COPASS (1967)
RALPH E. FRANKLIN
H. JOEL WATKINS
WILFRED E. SCHLICKER
DAVID D. WEBBER

TELEPHONE
MAIN 4-1351

July 29, 1970

ADMINISTRATION
AUG 3 1970
CHIEF COUNSEL

4926

Mr. David E. Wells
Chief Counsel
U. S. Department of Transportation
Federal Highway Administration
Washington, D. C. 20591

Re: Oregon Project I-5-1(55)06; Contract 6454
Slate-Hall, Contractor; Spragues', Inc.,
Subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Spragues', Inc., Contractor

Dear Sir:

Reference is made to my earlier correspondence with the Secretary of Transportation and with yourself relative to the above matter.

I enclose a photocopy of letter from Lee Johnson, Attorney General, State of Oregon, dated July 9, 1970, informing me of the disposition of the appeal. I also enclose a copy of my letter of this date to Mr. Johnson requesting information needed as a basis for seeking judicial review.

My problem is that the Oregon Attorney General has informed me at the direction of the Bureau of Public Roads that I can petition for a review in the U. S. Court of Appeals. However, I am not provided with any Decision, Order or Findings from which to process an appeal. Neither can I find any statute identifying jurisdiction in the U. S. Court of Appeals.

I would appreciate it if you could provide me with a copy of whatever has been issued by the Bureau of Public Roads as a final ruling and also inform me of the statute which provides jurisdiction in the Court of Appeals to entertain a petition in this matter.

Thank you for your cooperation.

Yours very truly,
FRANKLIN & WATKINS

By Ralph E. Franklin
Ralph E. Franklin

REF:jw

RECEIVED
LEE JOHNSON
ATTORNEY GENERAL
1970
FOR FILING
I-5-1

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Building

July 9, 1970

Mr. Ralph E. Franklin, Esq.
Attorney at Law
2515 Seattle-First National Bank Building
1001 4th Avenue
Seattle, Washington 98104

Re: Appeal of Sprague's Inc. - Contracts 6454 and 6474
Projects I-5-1(55)06 and I-5-6(53)304

Dear Mr. Franklin:

We have received a request from Director Bartelsmeyer of the Bureau of Public Roads to notify your client of their final determination of Sprague's Inc. appeal respecting the assessment of liquidated damages pertaining to the above matter.

The final determination is the assessment of $140 liquidated damages on Contract 6454 and $2,390 liquidated damages on Contract 6474.

You are further informed of the right of your client to further appeal this determination by entering a claim in the United States Court of Appeals within 60 days after receipt of this letter.

Since the amount previously assessed and withheld was $2,840 and the final assessment being $2,390, we are enclosing a check in the amount of $450, representing the difference.

Director Bartelsmeyer extends his apologies for the delay in acting upon your client's appeal, which certainly was regrettable.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg
Enc.

cc - Mr. R. E. Simpson
Mr. R. L. Porter
Mr. V. E. Skoog

File copy

RECEIVED
JUL 1 1970
FOR FILING

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97303

DATE: July 1, 1970

In reply refer to: 08-35.5

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(55)06, Spragues' Inc., Subcontractor 6454
Oregon Project I-5-6(53)304, Spragues' Inc., Contractor
Assessment of Liquidated Damages 6454

In confirmation of our memorandum of June 18 we are enclosing a check in the amount of $450 for your use in reimbursing Spragues' Inc.

Please furnish us with evidence that Spragues' Inc. was paid and also a copy of your notification as to their right to appeal this determination by entering a claim in the United States Court of Claims within 60 days of receipt of your letter.

Enclosure
Check

Skoog

Above check received 7-1-70.

V. E. Skoog
V. E. Skoog, Controller

Orig - Skoog
copy to: Linda
Morgan
Young

RECEIVED
JUL 1 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT
RECEIVED JUN
Memorandum

FOR FILING

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: June 18, 1970

In reply refer to: 08-35.1

Klaboe

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(55)06, Spragues' Inc., Subcontractor
Oregon Project I-5-6(53)304, Spragues' Inc., Contractor
Assessment of Liquidated Damages

The contractor, through his attorney, has entered his appeal with regard to the withholding of liquidated damages. The delay in considering his request of June 14, 1967 is regrettable, and this office extends its apologies for not following up on the request which was forwarded. Enclosed is a copy of Director Bartelsmeyer's reply dated June 10.

In connection with project I-5-6(53)304, the Director has requested that you:

1. Take whatever steps are necessary to return to Spragues' Inc. the difference between the $2,840 originally assessed and the $2,390 now finally assessed.

2. Notify Spragues' Inc. by registered or certified mail (return receipt requested) of this final determination of the assessment of $140 liquidated damages on contract 6454 and $2,390 liquidated damages on contract 6474, along with the fact of their further right to appeal this determination by entering a claim in the United States Court of Claims within 60 days after receipt of your letter.

As discussed with Mr. Skoog, arrangements are being made to reimburse the State for the $450 so that the State may reimburse Spragues' Inc. without resorting to Highway Commission approval.

6-29-70 Ans - Skoog will handle this matter

Enclosure
Memo, 6-10-70, Bartelsmeyer to Phillips

Simpson:nig

orig to Skoog -
discuss 6-22-70

RECEIVED
JUN 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Mr. R. M. Phillips
Regional Federal Highway Administrator
Portland, Oregon

JUN 10 1970

26-50

R. R. Bartelsmeyer R. R. Bartelsmeyer
Director of Public Roads

Oregon Project I-5-1(55)66, Contract 6454, Slate-Hall, Contractor, Sprague's Inc., Subcontractor; Oregon Project I-5-6(53)304, Contract 6474, Sprague's, Inc., Contractor; Labor Standards

This has reference to your memorandum on the subject addressed to Mr. David E. Wells on April 3, 1970, with enclosures.

The contractor, through an attorney, entered separate project appeals with regard to the withholding of liquidated damages. The appeals will be separately considered.

Contract 6454, Sprague's, Inc., Subcontractor

The contract between the State and Slate-Hall was dated about July 10, 1964. It contained a wage determination of the Secretary of Labor and contract clauses pursuant to the Work-Hours Act of 1962.

On September 4, 1964, the State approved a subcontract for landscaping between Slate-Hall and Sprague's, Inc. The subcontract did not contain, except by reference, the labor standards clauses and the wage determination. However, Sprague's, Inc., evidenced its awareness of the contract requirements by regularly submitting certified payrolls during the period of project performance. In addition, the firm was, at the time of performance, engaged as a prime contractor on another Oregon Interstate project. That project contract contained the proper labor standards stipulations and a wage determination of the Secretary of Labor and accordingly, Sprague's, Inc., is regarded as having actual knowledge of its labor standards compliance responsibilities, both as subcontractor and as contractor.

- More -

The U. S. Department of Labor made an in-depth study of Sprague, Inc.'s compliance with the Fair Labor Standards Act of 1938, as amended. The study included the period of subcontract performance. The Department of Labor found that the firm, over all, had underpaid its employees a total of $7,632.72. Of this amount, two employees engaged on contract 6454 as working foremen had been underpaid a total of $139.96.

The U. S. Department of Labor collected $4,794.69 from Sprague's, Inc., (that figure representing the net amounts due the employees after payroll deductions) and made restitution to the employees for the net amounts due each, including the two employees who were underpaid on contract 6454. The amounts paid to each of these men satisfied the employer's wage obligation under the Fair Labor Standards Act and the Work Hours Act of 1962.

The U. S. Department of Labor notified the Oregon State Highway Department of the possibility that the underpayments on contract 6454 entailed violations of the Work Hours Act of 1962. An inquiry was initiated, and the State highway department determined that 14 violations had occurred, resulting in liquidated damages of $140.00. It was further determined by the State highway department that the hours worked as shown on the subcontractor's certified payroll returns were at variance with the hours worked as shown on the daily time sheets kept by the subcontractor's agents.

On November 8, 1967, the State highway department notified the subcontractor of the assessment of $140.00 as liquidated damages for the violations and provided sixty days for entry of an appeal. An undated appeal was received by the State highway department on December 26, 1967, well within the time allowed.

The appeal amounts to a prayer for relief based upon the employer's ignorance of the law and admissions that reasons for the record discrepancies could not be advanced.

It is my conclusion, inasmuch as the certified payrolls seem to be at variance with the facts of employment, that the underpayments were caused by the negligence of the subcontractor or by the negligence of its agents, and that such underpayments were not caused "inadvertently, notwithstanding the exercise of due care". The liquidated damages assessment of $140.00, therefore, is affirmed.

- More -

It is noted that the project underpayments were revealed at a time when the contractor, Slate-Hall, had been paid in full by the Oregon State highway department for its contract work, and that the liquidated damages were withheld by the State from sums otherwise due Sprague's, Inc., on contract 6474.

Contract 6474, Sprague's, Inc., Contractor

On or about July 23, 1964, the Oregon State highway department contracted directly with Sprague's, Inc., for landscaping work. The contract contained a wage determination of the Secretary of Labor and pertinent contract labor standards stipulations.

The same U. S. Department of Labor Fair Labor Standards Act investigation, cited above in connection with contract 6454, covered the period of the contractor's performance on contract 6474. The net restitution due each employee under the Fair Labor Standards Act was paid them by the U. S. Department of Labor from the aforementioned $4,794.69 collected from Sprague's, Inc.

The U. S. Department of Labor notified the Oregon State Highway Department of possible violations of the Work Hours Act of 1962. The State highway department, after an investigation, found that 15 employees had been underpaid an additional total of $385.32, the underpayments involving 284 violations of the contract overtime provisions. On April 27, 1967, the contractor was formally notified of the underpayments, the assessment of $2,840 in liquidated damages, and of the opportunity to file an appeal within sixty days.

On June 14, 1967, an appeal was entered on the contractor's behalf by his attorney. Discussions were later held, culminating in the contractor mailing checks, on March 5, 1968, to the underpaid employees. Three checks, amounting to $30.20, were returned because the employees could not be located. This amount was withheld by the State from the contractor and by the Federal Highway Administration from the State, and is not in issue here.

The contractor's appeal indicated doubts with regard to the number of violations for which assessments were made. Claims were also advanced to the effect that the underpayment computations were incorrect inasmuch as:

- More -

1. Many of the workmen were foremen and foremen are not subject to the Act. (Of 17 employees, 6 were classified as foremen).

2. Much of the foremen's own time, as shown on company records, was worked off the jobsite doing bookwork.

3. Some of the jobsite time was spent in "maintenance", rather than in "construction".

4. Two of the employees who worked part of their time on the project worked also at an off-project maintenance shop.

The arguments with respect to coverage were removed from necessity of further consideration here when, after the discussions noted, the contractor decided to make restitution to all of the employees involved. Insofar as the number of violations is concerned, a restudy of the data has resulted in a determination that only 239 violations occurred, rather than 284.

It is my conclusion that the underpayments were not caused inadvertently, notwithstanding the exercise of due care by the contractor or its agents, and that the sum of $2,390 is due the United States as liquidated damages.

Both Contracts

Please take whatever steps are necessary to return to Sprague's, Inc., through the State highway department, the difference between the $2,840 originally assessed and the $2,390 now finally assessed. Also, please ask the State highway department to notify Sprague's, Inc., - by registered or certified mail, return receipt requested - of this final determination of the assessment of $140 liquidated damages on contract 6454, and $2,390 liquidated damages on contract 6474. Sprague's, Inc., should be advised of its further right to appeal this determination by entering a claim in the United States Court of Claims within sixty days of receipt of the State's letter.

It will be appreciated if you would keep the Assistant Chief Counsel for General Law, Federal Highway Administration, informed of further developments in this matter.

RECEIVED
MAY 29 1970
FOR FILING

[illegible]
6474

MAY 2 1 1970

5-29-70

Young - Jordan

26-50

NOTED
F. B. [illegible]

Ralph E. Franklin, Esquire
Franklin and Watkins
2515 Seattle - First National Bank Building
1001 Fourth Avenue
Seattle, Washington 98104

Re: Oregon Project I-5-1(55)06; Contract 6454
Slate-Hall, contractor; Sprague's, Inc.,
subcontractor; Oregon Project I-5-6(53)304
Contract 6474; Sprague's, Inc., contractor

Dear Mr. Franklin:

Your letter on the subject, addressed to Mr. David E. Wells on May 8, 1970, has been referred to this office for reply.

The statute applicable to Federal-aid construction contract overtime requirements, at the time of your client's performance on the subject Oregon Projects, was P. L. 87-581, 40 U.S.C. 327-332. A copy of that Act is enclosed.

The applicable regulations, 29 CFR, Part 5, are issued by the Secretary of Labor pursuant to the authority granted him under Reorganization Plan 14 of 1950. Please note the provisions of subsection 103(d) of P. L. 87-581. Copies of the Regulations and the Reorganization Plan are enclosed. Your attention is particularly directed to subparagraphs 5.5(a)(2), 5.5(c)(1), (2), and (3), also to paragraphs 5.8 and 5.32 of the Regulations.

The procedure for review of assessments of liquidated damages, including review of the final order of a head of an agency, is set forth in subsection 103(c) of the enclosed statute, P. L. 87-581. The review authority of the Court of Claims is established in section 202 of the Act.

RECEIVED
MAY 27 1970
OREGON DIVISION

The provisions of P. L. 87-581 applied to the construction contracts on which your client engaged because of subsection 113(a) of title 23, United States Code, which in this case is the "statute of the United States providing wage standards" required for application by subsection 103(a) of P. L. 87-581. The "head of the agency of the United States", as set forth in subsection 104(c) of P. L. 87-581, is, in this instance, the Secretary of Transportation. The Secretary - formerly at 49 CFR 1.4(c)(2)(i), but now at 49 CFR 1.48(b)(1), published in the Federal Register Saturday, March 21, 1970, on page 4959 of Volume 35, No. 56 (copy enclosed) - has authorized the Federal Highway Administrator to administer Chapter 1 of title 23, U.S.C., including subsection 113(a). The Federal Highway Administrator, in subparagraph 3.a. of FHWA (Federal Highway Administration) Order 1-2, has further delegated the pertinent authority to the Director of Public Roads. A copy of that Order is enclosed. Subparagraph 5a(3)(b) of DOT (Department of Transportation) Order 1100.1, cited in subparagraph 3.a. of the FHWA Order, is set forth on pages 5 and 6 of the DOT Order, copies enclosed. DOT Order 1100.1 has now been replaced by DOT Order 1100.23, subparagraph 4.c.(2) of which (copy enclosed) relates to the pertinent current authority of the Federal Highway Administrator.

We trust that the information furnished includes that to which your May 8, 1970, letter referred. If any further information would be helpful, please let me know.

Sincerely yours,

S. K. Booth

S. K. Booth
Assistant Chief Counsel
for General Law

Enclosures

cc: Robert B. Rutledge, Regional Counsel, Region 8
R. E. Simpson, Division Engineer, Oregon
Harry Lindberg, Room 3203

RECEIVED
MAY 2 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 19 1968

FOR FILING
I-5-6(53)304
6474

June 19, 1968

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A second post-final payment for $989.80 will be made to Spragues' Inc. of Washington on Contract No. 6474 for roadside improvement on the Minnesota Freeway (South Unit) Section of the Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $325,111.06, including the second post-final payment. Of the total, $10,299.92 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc Spragues' Inc. of Washington
P. O. Box 458
Lynnwood, Washington

bc C. H. Maison
Attn: John Herr

RECEIVED
JUN 19 1968

FOR FILE
I-5-6(53)304

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 17, 1968

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission

SUBJECT: Appeal of Spragues' Inc.
State Highway Contract No. 6474
Roadside Improvement
South Unit-Minnesota Freeway

R. PORTER

Building

In connection with the above contract there has been withheld some $4,000 to cover certain wage violations.

I am forwarding for your file the original of a letter from the Department of Transportation, Regional Counsel, indicating that federal requirements are met with crediting to the Bureau of Public Roads the amount of $3,010. This would release $969.80 for payment to the contractor.

As per telephone conversation with Mr. Maison, his office is preparing the appropriate vouchers for completing this matter.

G. E. ROHDE
Chief Counsel

GER:ks
attachment

cc: R. L. Porter
C. H. Maisen
L. H. Young
A. H. Johansen

RECEIVED
JUN 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE.- Salem OR 97301

DATE: May 24, 1968
In reply refer to: 08-35.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM for L.K. Backlund R. E. Simpson, Division Engineer
Salem, Oregon

RECEIVED
MAY 29 1968
LEGAL & RIGHT OF WAY

SUBJECT: Labor Compliance Violation - Sprague's, Inc.
Oregon Project I-5-6(53)304
State Highway Contract No. 6474
South Unit - Minnesota Freeway

Regional Counsel Rutledge's letter of May 23, 1968 to Mr. Rohde advised that the amount of $3010.20 should be withheld from the payment due Sprague's Incorporated and this amount should be credited to the Bureau of Public Roads on the project involved.

The procedure for doing this is as follows:

You should submit a PR-20 Voucher in the usual manner, claiming Federal funds in the same amount as you would have done had there been no funds withheld from the contractor. However, you should clearly indicate on the billing the amount withheld from the contractor for the labor violations. Upon receipt of the billing it will be processed in the usual manner except that on the PR-371 code card we will clearly indicate that, of the amount charged to the project, $_______ should be paid to the State and $_________ should be transferred to miscellaneous receipts of the Treasury.

Your office will be advised by memorandum of the amount that will be paid to the State.

REFERRED TO
Young - Mason - Rhode
BY ASST STATE HWY. ENGR.

RECEIVED
MAY 27 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Rm. 412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

RECEIVED
MAY 24 1968
LEGAL & RIGHT OF WAY

May 23, 1968

IN REPLY REFER TO
08-00.11

Mr. G. E. Rohde, Chief Counsel
Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

RE: Appeal of Spragues', Inc. (Ore. I-5-6(53)304)
State Highway Contract No. 6474
Roadside Improvement
South Unit-Minnesota Freeway

Dear Mr. Rohde:

This is in reply to your letter of May 22, 1968 regarding the above referenced matter and Attorney Franklin's letter of May 16, 1968.

Normally the Government requires some evidence of payment to the employees involved of the wages previously withheld. It would seem that under the circumstances here, with Attorney Franklin's avowal that all withheld payments have been made except in the sum of $30.20, this would be sufficient evidence. Concerning your question as to what portion of the amount presently being withheld from the contractor can be made, the following amounts should be withheld. The sum of $2,980.00 for liquidated damages, plus $30.20 representing those withheld wages which were not collected by the employees involved. This, then, would indicate that of the $4,000.00 withheld, $969.80 can be paid to the contractor. The amount of $3,010.20 should be credited to the Bureau of Public Roads on the project involved.

Very truly yours,

ROBERT B. RUTLEDGE
Regional Counsel

FORM E-123X 50 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

MAY 23 1968

I 5-(3)B-4
6474

May 22, 1968

Mr. Robert B. Rutledge
Regional Counsel
Federal Highway Administration
412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

Mr. Frank B. Peebles
Assistant Western Counsel
Bureau of Public Roads
450 Golden Gate Avenue
Box 36068
San Francisco, California 94102

Re: Spragues' Inc.
State Highway Contract
No. 6474
Roadside Improvement
South Unit-Minnesota Freeway

Gentlemen:

I am in receipt of Mr. Ralph E. Franklin's letter of May 16, 1968, subject as above, which was addressed to the undersigned as well as to you two gentlemen.

The purpose of this inquiry is to determine whether the statement Mr. Franklin has made, relative to the payment to various employees of Spragues' Inc. covering additional overtime wages aggregating $365.32, is sufficient to satisfy the federal requirements covering such matters. I would also like to know whether the State should now release the unpaid balance with respect to the above contract. Our records indicate that $4,000.00 is being presently withheld. Of this sum $2,900.00 is for liquidated damages and $365.32 is being withheld to cover additional overtime wage payments. It would appear that if Mr. Franklin's statement is acceptable that all sums in excess of the $2,900.00 could be released.

Your further advise is requested.

Very truly yours,

G. E. ROHDE
Chief Counsel

NOTED
FLOYD QUERY

GER:hg
cc - Mr. R. L. Porter
Mr. C. H. Maison
Mr. Floyd Query
Mr. Alan Johansen

LAW OFFICES
FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

MICHAEL KEYS COPASS (1967)
RALPH E. FRANKLIN
H. JOEL WATKINS

WILFRED E. SCHLICKER
THOMAS A. CLARK

TELEPHONE
MAIN 4-1351

May 16, 1968

RECEIVED
MAY 17 1968
LEGAL & RIGHT OF WAY

Mr. G. E. Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Mr. Robert B. Rutledge
Regional Counsel
Federal Highway Administration
412 Mohawk Building
222 S.W. Morrison Street
Portland, Oregon 97204

Mr. Frank B. Peebles
Assistant Western Counsel
Bureau of Public Roads
450 Golden Gate Avenue
Box 36068
San Francisco, California 94102

Re: Appeal of Spragues' Inc.

Gentlemen:

Reference is made to Mr. Rohde's letter of January 5, 1968, and to my letter of February 28, 1968, addressed to Mr. Rutledge. It was noted that at a meeting in Portland I had agreed that my client, Spragues' Inc., would make a total payment of $385.32 to various employees whom the Department contended had been underpaid with respect to overtime. The alleged underpayment was denied by Spragues, but the amount was agreed to be paid for the sole reason that it was uneconomic for my client to further litigate that issue.

On March 5, 1968, my office dispatched trust account checks as follows:

Edwin Arthur	$ 22.68
Lewis Benally	172.86
Rodney Culp	133.00
James Fellman	10.08
Philip A. Gazur, Jr.	2.52
Philip H. Gazur	4.00
Dave Hutten	4.20
Josef Ludwig	6.30
Kurt Ludwig	2.52

James Rodgers	$ 5.00
Lawrence Snyder	1.68
Raymond Strom	4.20
Gary Swartz	7.00
Don Vest	5.04
Orville Whitney	4.24
	$ 385.32

Checks were received and cashed by all with the following exceptions:

Edwin Arthur	$ 22.68
Kurt Ludwig	2.52
James Rodgers	5.00
	$ 30.20

With respect to Rodgers, his letter was returned for lack of a forwarding address.

There is no longer any justification for the State to withhold payment of any of the unpaid balance with respect to Contract No. 6474. I request that it be immediately disbursed to Spragues' Inc.

Will you please advise me with respect thereto.

Yours very truly,

FRANKLIN & WATKINS

By Ralph E. Franklin

REF:js

Mr. Cooper C
OSHD

D)E[illegible]
MAR 7 -

I-5-6(53)[illegible]

1474

Rm. 412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

February 23, 1968

08-00.56 NOTED
L PORTER

Mr. Ralph E. Franklin
c/o Copass, Franklin & Watkins
1001 Northern Life Tower
Seattle, Washington 98101

Re: Appeal of Sprague's, Inc., South Unit, Minnesota Freeway, Pacific Highway, Roadside Improvement, Contract No. 6474, Oregon Project I-5-6(53)304

Dear Mr. Franklin:

Reference is made to a meeting you attended in this office July 25, 1967 with Oregon State Highway Department representatives and representatives of the Bureau of Public Roads on the above referenced matter. Your letter of August 2, 1967 to the Oregon State Highway Department and to Mr. Frank B. Peebles of the Bureau of Public Roads advised that you would submit a supplemental statement in support of your appeal in accordance with the discussion at that meeting.

The last paragraph of the State's Certified Letter of November 8, 1967 to your client referred to the further data to be submitted by you, which had not been received.

Please advise whether you still intend to submit a supplemental statement to the State in support of your appeal of June 14, 1967 regarding assessment of liquidated damages pursuant to the Contract Work Hours Standards Act of 1962, or whether the appeal is to go forward on the original basis without any additional statement.

Thank you for your cooperation in this matter.

Very truly yours,

R. B. RUTLEDGE

ROBERT E. RUTLEDGE
Regional Counsel

2-26-68 [illegible]
Copy to [illegible]
" " [illegible]
" [illegible]
"

cc:
Mr. Forrest Cooper
State Hwy. Engr., OSHD
A. W. Parsons, Div. Engr.
R. E. Rutledge
F. B. Peebles
W. E. Allen

RECEIVED
FEB 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

DEC 28 1967

LAW OFFICES
COPASS, FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

MICHAEL KEYS COPASS
RALPH E. FRANKLIN
~~H. JOEL WATKINS~~

WILFRED E. SCHLICKER
~~THOMAS A. CLARK~~

TELEPHONE
MAIN 4-1351

REFERRED TO
Maison
BY DEPUTY STATE HIGHWAY ENGINEER
12-26

6474

December 21, 1967

Mr. Forrest Cooper
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Re: Spragues' Inc.

Dear Sir:

Reference is made to your letter dated November 8, 1967, which is a decision rendered by you in connection with Contract No. 6454, Prime Contractor: Slate-Hall, Wall Creek-Siskiyou Station Section. Your decision assesses liquidated damages against Spragues' Inc., a subcontractor on the project. There is herewith enclosed the appeal of Spragues from the decision.

In connection with Contract No. 6474, Roadside Improvement, South Unit, Minnesota Freeway, upon which Spragues' Inc. was prime contractor your office withheld the sum of $10,000 from the final estimate. At a meeting in Portland on July 25, 1967, it was decided by the State that it would release $6000 of such amount and that $4000 would be retained pending payroll audit to be security for any liquidated damages assessed upon the contracts.

The liquidated damages assessed by your decision of April 27, 1967, in connection with Contract No. 6474 amounted to $2840. The liquidated damages assessed per your recent decision on Contract No. 6454 amount to $140. The total of both contracts amounts to $2980. We request that you now release and pay to Spragues the balance held by you in excess of this total. There is no justification for retaining any amount as security in excess of this sum.

Will you please acknowledge receipt of the enclosed appeal and, also, advise me concerning payment of the amount requested above.

orig to Maison

Yours very truly,

COPASS, FRANKLIN & WATKINS

By Ralph E. Franklin

REF:js
Enc.
cc: Mr. Frank B. Peebles, Mr. C. H. Maison, Mr. Alan H. Johansen

TO: Federal Highway Administrator
Bureau of Public Roads
U. S. Department of Commerce
Washington, D.C.
Through: Forrest Cooper, Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

APPEAL OF SPRAGUES', INC. FROM NOTICE ISSUED BY FORREST COOPER, OREGON STATE HIGHWAY ENGINEER DATED NOVEMBER 8, 1967, FINDING VIOLATIONS OF WORK HOURS ACT, UNDERPAYMENT OF OVERTIME WAGES AND ASSESSMENT OF LIQUIDATED DAMAGES IN THE AMOUNT OF $140.00 IN PERFORMANCE OF WALL CREEK-SISKIYOU STATION SECTION, ROADSIDE IMPROVEMENT CONTRACT NO. 6454, PROJECT I-5-1 (55) 06 (PRIME CONTRACTOR: SLATE-HALL).

Spragues', Inc., a Washington corporation, appellant, was a subcontractor upon the above project. The Oregon State Highway Department is holding the sum of $4,000.00 admittedly due Spragues', Inc. as security in connection with the liquidated damages assessment that is the subject of this appeal.

1.

Spragues' has at all times undertaken to comply with all requirements of law with respect to all phases and aspects of its business. It has not knowingly or intentionally underpaid any of its employees. An examination of the State's audit, which is the subject of the present appeal, reveals that the rate of pay for the listed employees exceeded the minimum rates set forth in the contract for the designated occupations.

During the performance of the contract work, Spragues' paid overtime pay to its employees. It was not intending to avoid overtime payment to its employees when the same is due.

As noted in the Department's Determination, reimbursement has already been made to the employees.

2.

The overtime question first came to Spragues' attention when the Wage and Hours Division of the Department of Labor made an audit of Spragues' records. The latter cooperated fully with that Department. Spragues' was not aware of any failures on its part to comply with the act. The principal areas questioned by the Department of Labor involved foremen time, travel time and dual employment of some employees. Regulations applicable under the Wage and Hours Act are not the same as under the Work Hours Act of 1962.

The judgments exercised by Spragues' in 1964 and 1965 when it did not pay overtime for given employment were based upon reasons which the company at the time considered valid. In some instances based upon company records we are not presently able to make an explanation of the reasons that were then considered, but such reasons did exist and were then considered by Spragues' Inc. There was no plan to evade payment of overtime required to be paid under any law. Such violations as have occurred were wholly inadvertent on the part of Spragues'.

3.

The underpayment involved resulted from the interpretation which

Spragues' made of the law and the regulations as applied to the circumstances of the employment involved. Apparently, Spragues' interpretation was in error. Spragues' has corrected the situation and is endeavoring to fully comply with the instructions and directions it has now received from the Department of Labor and from the Wage Hours Division. Spragues' acted in good faith in this matter and submits that the penalty assessment of liquidated damages should not be levied.

Respectfully submitted.

COPASS, FRANKLIN & WATKINS

By Ralph E. Franklin
Ralph E. Franklin
Attorneys for Spragues', Inc.

LAW OFFICES
COPASS, FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

MICHAEL KEYS COPASS
RALPH E. FRANKLIN
H. JOEL WATKINS

WILFRED E. SCHLICKER

TELEPHONE
MAIN 4-1351

August 2, 1967

cc Bode
Maison
8.4.67

Mr. Frank B. Peebles
Assistant Western Counsel
Bureau of Public Roads
450 Golden Gate Avenue
Box 36068
San Francisco, California 94102

Mr. Alan H. Johansen
Staff Attorney
Oregon State Highway Department
Salem, Oregon 97310

Mr. Forrest Cooper
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Re: Spragues' Inc. Appeal

Gentlemen:

Reference is made to our meeting at Portland, Oregon on July 25, 1967 concerning the above.

I confirmed with my clients that the examination of records on the other jobs requested to be made by Mr. Maison could be made at his convenience. I assume that this will go forward as we agreed.

I have asked my clients to review their records to see if we could segregate the actual performance time when foremen were doing nothing but supervision from the other time. This review has not yet been completed.

I had hoped to progress sufficiently with the matter to make payment to the employees in accordance with our agreement. However, I cannot get this done this week and I am leaving for the American Bar Convention on August 6. I will not be able to do anything further on the matter until my return to Seattle.

I also expect to submit a supplemental statement in support of our appeal in accordance with our discussion at Portland. This also will have to wait until my return from the American Bar Convention.

Yours very truly,

COPASS, FRANKLIN & WATKINS

BY Ralph E. Franklin

REF:jh

RECEIVED
AUG 3 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

4

RECEIVED
AUG 3 1967
FORM E-30 90M 10-65
FOR FILING

I-5-6(53)304

6474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1967

SUBJECT: Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

To: Mr. R. L. Porter
Deputy State Highway Engineer

Building

Under date of July 28, 1967 Mr. Johansen prepared an extended memo, subject as above, outlining the results of a conference on July 25 attended by the attorney for the above contractor, counsel from the Bureau of Public Roads, Mr. Johansen and Mr. Maison. Copies were distributed as indicated below. I have reviewed the tentative disposition of the various problems attendant to the controversy involving wage and hours on the above contract. It would be my recommendation that the various points agreed upon should be further implemented, particularly that the present retained percentage be reduced to the $4,000 suggested and that the other contracts mentioned be audited and closed out as indicated.

G E Rohde
G. E. ROHDE
Chief Counsel

GER:hg

cc - C. H. Maison
Hil Young
Alan Johansen
F. C. McKinney

RECEIVED
AUG 2 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
AUG 1 1967

FOR FILING
TS 6(55) 3.4
6 1

July 31, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $6,000 will be made to Spragues' Inc. of Washington on Contract No. 6474 for roadside improvement on the Minnesota Freeway (South Unit) Section of the Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $324,121.26 including the post-final payment. Of the total $10,299.92 is for force account work. We are retaining $4,000.00 pending determination of federal wage compliance.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Spragues' Inc. of Washington
P.O. Box 458
Lynnwood, Washington

C. H. Maison
Attn: John Herr

RECEIVED
AUG 7 1967

FOR FILING
[illegible]

BP*23811-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1967

To: MEMO. TO THE FILE

SUBJECT: Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

A conference regarding the above project and related problems was held in BPR offices in Portland on Tuesday, July 25, 1967. Assistant Regional Counsel F. B. Peebles from the Bureau's San Francisco office, and a Mr. Sedgwick were present on behalf of the Bureau. Sprague's attorney, Mr. Ralph E. Franklin, was present on the contractor's behalf, and the Department was represented by the undersigned, Mr. Maison and Mr. Skoog.

Various contentions were made by Mr. Franklin with respect to three categories of workmen who, according to our audit, are entitled to additional overtime, with resulting assessment of liquidated damages. These were tentatively disposed of as described below.

Mr. Franklin contended that two of the men involved, James Fellman and Edwin Arthur, laborer mechanics, were not entitled to be paid overtime on account of hours spent on maintenance of job equipment at a shop or location off the job site. Mr. Peebles explained that the overtime provisions of the Work Hours Act of 1962 applied to contract work, without any distinction between on-site and off-site work. He also explained that maintenance of job equipment was, under previous rulings, contract work. Mr. Franklin eventually yielded on this point, and restitution, as indicated in our audit, will be made to Messrs. Fellman and Arthur.

As to one man, Joseph Ludwig, it was contended that much of his overtime was spent in clerical work, of a timekeeper nature, off the job site. Mr. Peebles pointed out that he was carried on the payrolls as a laborer through all of this time. However, it was agreed that if Mr. Ludwig was actually working as a clerical worker for the hours in question, he would not be subject to the provisions of the Work Hours Act. Mr. Peebles stated that he would have no objection to an amended or corrected payroll showing Ludwig as a clerical worker for the hours in question.

Accordingly, an amended or corrected payroll regarding Mr. Ludwig is to be prepared by Sprague's and submitted through this office. Mr. Peebles indicated that he would also want a statement that the Highway Department was satisfied that Mr. Ludwig was, in fact, doing clerical work at the time in question. Since we have no evidence to the contrary, and since Mr. Ludwig failed to respond to our questionnaire or to otherwise claim any additional overtime, I feel that we have sufficient basis for so advising the Bureau.

As to the working foremen, Mr. Franklin finally appeared to yield to Mr. Peebles' contention that, under existing regulations and rulings, the working foremen are entitled to the benefit of the overtime provisions of the Work Hours Act. A possible exception was with respect to their travel time, but since Mr. Franklin conceded that he had no basis of showing how many of their actual hours was spent in travel, no segregation of their time could be made on this basis and, accordingly, restitution will be made to the working foremen in the amounts shown by our audit.

As to liquidated damages, Mr. Peebles made some suggestions to Mr. Franklin about submitting an amended or supplemental appeal which might receive more favorable consideration by the Bureau personnel in Washington, who will, in considering the same, consult with the Bureau of Labor. Mr. Peebles conceded that there was no basis for believing that the violations which occurred were willful or in bad faith; however, he stressed that the inadvertent violations should be shown to have occurred despite the exercise of due care by the contractor. Mr. Franklin will, accordingly, be submitting a supplemental or amended appeal stressing that issue.

As to the funds presently withheld by the State, Mr. Peebles suggested that, after the slight reduction in additional overtime and liquidated damages because of the Ludwig matter, discussed above, there will be approximately $3,000.00 required to cover the additional overtime and liquidated damages on this project, which amounts to some 4% of Sprague's total payroll on the project. Mr. Franklin was able to produce figures showing that their total payroll on the other three jobs, as to which we have asked to audit their records, amounted to $19,548.02. Mr. Peebles suggested that 4% of the approximately $20,000.00 would be about $800.00, and it was agreed that a total of $4,000.00 should be sufficient protection for the State with respect to all of these projects. Accordingly, $6,000.00 is to be released to Sprague's, and I understand that, as of this writing, this payment is being processed by the Accounting Division.

Mr. Franklin was made aware, apparently for the first time, that the idea of auditing Sprague's records on the other projects did not originate with the Highway Department, but with the Bureau. He accordingly agreed to facilitate such audit, which will be arranged by the Accounting Division and Sprague's in the near future.

At the time of the conference, it was the belief of Messrs. Maison and Skoog that the Bureau had failed to finally approve any of the three other projects, Contract Nos. 6241, 6360 and 6454. It has subsequently been learned that Contract Nos. 6241 and 6360 have been finally closed out by the Bureau, and that final Bureau action is still pending only with respect to Contract No. 6454. All of these jobs have been finaled out as between the State and the prime contractors involved. Accordingly, it is our understanding that an audit on Contract No. 6241 and No. 6360 will not be necessary, and Mr. Skoog has undertaken to confirm that this is the Bureau's decision by contacting Mr. Sedgwick.

I believe that this conference was certainly worth while, and it now appears that the end of this troublesome controversy is in sight.

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh

cc: Mr. R. L. Porter
Mr. C. H. Maison
Mr. L. H. Young
Mr. G. E. Rohde

RECEIVED
JUL 31 1967
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

RECEIVED
JUL 19 1967

6474

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 18, 1967

Mr. F. S. Peebles
Assistant Regional Counsel
Bureau of Public Roads
17428 Federal Building
450 Golden Gate Avenue
San Francisco, California 94102

Mr. Ralph E. Franklin
Copass, Franklin & Watkins
Attorneys at Law
1001 Northern Life Tower
Seattle, Washington 98101

Re: Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

Gentlemen:

After speaking with each of you by telephone today, as to a satisfactory time and place for a meeting to discuss problems relative to the above project, a conference has been scheduled for 1:30 p.m. on Tuesday, July 25, 1967, at the Bureau's offices in Portland. These offices are in the Mohawk Building, located at 222 S. W. Morrison Street.

Mr. Peebles has kindly undertaken to arrange for a conference room to be available at that time and place, and, unless I hear to the contrary, I will regard the above as a firm schedule.

Either Mr. Rohde or the undersigned will be in attendance, and, if possible, accompanied by someone authorized to speak for the State Highway Engineer.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

ALAN H. JOHANSEN
Staff Attorney

AHJ:rb
Air Mail to Mr. Peebles

cc: ✓Mr. R. L. Porter
Mr. C. H. Maison
Mr. G. E. Rohde

FORM E-1[illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUN 20 1967
FOR FILING

[illegible]

6474

June 19, 1967

A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97301

Re: 08-35-EC/420.25
Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

Gentlemen:

Enclosed is the contractor's Appeal from notice of ruling with respect to violations of Work Hours Act of 1962 on the above project, addressed to the Federal Highway Administrator. This appeal was received in the office of the State Highway Engineer on June 15, under cover of a letter dated June 14, 1967, a copy of which is also enclosed.

We assume from your letter of April 10, 1967, with enclosures, that further proceedings on this matter will be handled by the appropriate federal authorities.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
Encl.
cc: Harry Cunningham
Attn.: Frank Peeples
Forrest Cooper
R. L. Porter
C. H. Maison
Floyd Query
Alan Johansen

NOTED
R L PORTER

TO: Federal Highway Administrator
Bureau of Public Roads
U. S. Department of Commerce
Washington, D. C.
Through: Forrest Cooper, Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

APPEAL OF SPRAGUES', INC. FROM NOTICE ISSUED BY FORREST COOPER, OREGON STATE HIGHWAY ENGINEER DATED APRIL 27, 1967 FINDING VIOLATIONS OF WORK HOURS ACT OF 1962, UNDER PAYMENT OF OVERTIME WAGES AND ASSESSMENT OF LIQUIDATED DAMAGES IN PERFORMANCE OF SOUTH UNIT, MINNESOTA FREEWAY SECTION, ROADSIDE IMPROVEMENT CONTRACT NO. 6474, PROJECT I-5-6 (53) 304

The Oregon State Highway Department is withholding the sum of Ten Thousand Dollars ($10,000.00) from amounts admittedly due Spragues' Inc. upon the subject contract.

1.

Spragues' has at all times undertaken to comply with all requirements of law with respect to all phases and aspects of its business. It has not knowingly or intentionally underpaid any of its employees. An examination of the State's audit, which is the subject of the present appeal, reveals that the rate of pay for the listed employees exceeded the minimum rates set forth in the contract for the designated occupations.

During the performance of the contract work, Spragues' paid approximately 1,250 hours of overtime pay to its employees. It should be evident from this that the company was not intending to avoid overtime payment to its employees when the same is due.

It has been assumed in the State's audit that with respect to the overtime shown thereon as previously paid, that for the seventeen listed employees all such overtime was paid only after the Bureau of Labor's audit. This is an incorrect premise. There was included in the audit under the designation "Overtime prev. pd. Bur. of Lab. Hrs." a considerable amount of overtime for which the employee was paid during the performance of the work. For example, under date February 13, 1965 in the audit, Culp is shown with 18½ hours overtime and five daily violations. Culp was paid for 9 hours overtime accrued Monday through Friday. Assuming that his Saturday employment was subject to the overtime rate, there is involved only the Saturday violation, one day. The audit reflects many such errors.

2.

Time records on the job were kept by the respective foremen for themselves and their crews. Payroll records were kept at the home office of Spragues', Inc. Home office procedures included a review intended to correct errors and avoid underpayment. When home office review indicated that a foremen was performing labor work, he was paid overtime for such work. For example, certified payrolls show that Culp was paid a considerable amount of overtime, although as a foremen only, no overtime would have accrued. The same is true of the other foremen. Of the total of seventeen employees listed on the audit six (Culp, Gazur, Sr., Rogers, Schwartz, Joseph Ludwig and Benally) were foremen. When they were working as foremen only they were classified as such. This is evident from the State's audit wherein it appears with respect to each of these employees that their classification is given part of the time as foremen and part of the time as labor. Since the Work Hours Act of 1962 does not apply to foremen, all of their time as foremen should be excluded from consideration here. The audit is patently in error in assessment of 119 daily violations for these men when employed and classified as foremen. This figure does not include the alleged violations where the same employees were classified and working as "labor" as shown on the audit.

3.

Two of the employees listed on the audit (Fellman and Arthur) worked on the job site as labor and also worked as mechanics at a maintenance shop where they serviced equipment. It appears from the compensation records that they were paid overtime. Such payment was for overtime performed at the job site. The Work Hours Act does not apply to their employment at the maintenance shop. Thus, such time, even though it may result in a total employment of more than eight hours in a day, is not a violation of the Work Hours Act.

4.

Frequently the foremen did their "bookwork" off the job site. Time spent by foremen completing reports and making up time records whether on or off the site was not "labor" within the scope of the Work Hours Act. Since the act applies only to job site employment, such bookwork done off the site is excluded from coverage for two reasons. Joseph Ludwig is shown on the audit as "labor". His employment was during a period of time after the installation of the planting on the project had been completed. His employment was during the maintenance operation. He worked with a crew. The entire crew worked straight eight-hour shifts. However, Ludwig was designated to keep time records and make reports. This bookwork was accomplished by Ludwig after the shift was complete and away from the job site. His employment did not result in any violations of the act.

5.

The overtime question first came to Spragues' attention when the Wage and Hours Division of the Department of Labor made an audit of Spragues' records. The latter co-operated fully with that department. Spragues' was not aware of any failures on its part to comply with the act. The principal areas questioned by the Department of Labor involved foremen time, travel time and dual employment of some employees. Regulations applicable under the Wage and Hours Act are not the same as under the Work Hours Act of 1962.

The judgments exercised by Spragues' in 1964 and 1965 when it did not pay overtime for given employment were based upon reasons which the company at the time considered valid. In some instances based upon company records we are not presently able to make an explanation of the reasons that were then considered, but such reasons did exist and were then considered by Spragues' Inc. There was no plan to evade payment of overtime required to be paid under any law. Such violations as have occurred were wholly inadvertent on the part of Spragues'.

The subject job was completed many, many months ago. The State withheld $17,939.85 from funds due the contractor. After several months, the State did, on October 27, 1966, pay $7,939.85. It has continued to hold $10,000.00. This sum is far in excess of even the asserted liability. This money represents contractor working capital. The interest paid by the contractor upon borrowed capital to replace this amount during this long delay has caused substantial loss to Spragues'.

Spragues' has been notified by the Oregon State Highway Department that the $10,000.00 sum will continue to be withheld unless and until Spragues' co-operates for an audit of Spragues' records on three other jobs that were completed and finalized months ago. Spragues' has been informed by the State that failure to co-operate for such audit is considered as evidence of culpable intent.

The State was furnished certified payrolls for each of these jobs. The total payroll for all three of them was less than $20,000.00. Spragues' has nothing to conceal with respect to any of these contracts and it has no "culpable intent". However, Spragues' should not be subjected to harrassment and intimidation. It would appear that the withholding of funds for the stated purpose where such funds were certified for payment upon the subject contract is a violation of federal law.

6.

It is submitted that the allegations of violations are nothing more - simply allegations. The facts do not support such allegations. In a few instances Spragues' are unable from their records to explain the situation. These few instances may represent situations where inadvertent errors have occurred, or they may represent situations where the justification for the treatment of the items was not spelled out on the records and is simply not now available. Spragues' has remained aloof from discussion of the asserted violations with its employees. It is unable to state how many, if any of Spragues' employees, furnished information which is the basis for the allegations of violation.

Spragues' is prepared to meet with the Federal Highway Administrator to review the allegations if the Federal Highway Administrator considers that a hearing is appropriate.

Respectfully submitted,

COPASS, FRANKLIN & WATKINS

BY Ralph E. Franklin
Attorneys for Spragues', Inc.

FORM E-128X 80M 7-65
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 22 1967
FOR FILING

6474

NOTED
R. L PORTER

May 19, 1967

A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

Gentlemen:

Please refer to prior correspondence on this matter. We now enclose a copy of letter dated May 3, 1967, from the above contractor's attorneys, and of our reply thereto bearing even date herewith.

You will note that amont other things, the contractor's attorney requests "a copy of the appeal procedure or regulations that are applicable for my guidance in prosecuting the appeal." We are sending him a copy of Sec. 520-3, relating to "Appeals from Withholdings under the Work Hours Act of 1962," from the current Labor Compliance Manual.

Since the appeal, contemplated by the contractor, is a federal proceeding, it appears that you or your counsel should make any further appropriate answer to this request. We do not believe the State should be obliged to determine all of the applicable procedural regulations, and run the risk of possibly misinforming the contractor.

Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
Encl.
cc: Harry Cunningham
Attn.: Frank Peoples
Forrest Cooper
R. L. Porter
C. H. Maison
Floyd Query
Alan Johansen

LAW OFFICES
COPASS, FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

MICHAEL KEYS COPASS
RALPH E. FRANKLIN
H. JOEL WATKINS

WILFRED E. SCHLICKER

TELEPHONE
MAIN 4-1351

May 3, 1967

REFERRED TO
Rohde
BY DEPUTY STATE HIGHWAY ENGINEER

Can you [illegible] this?

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Re: Spragues' Inc.

Dear Sir:

This is to acknowledge your letter of April 27, 1967 addressed to Spragues' Inc. of Lynnwood, Washington relative to contract No. 6474.

Spragues' Inc. will be taking appropriate action to appeal from your determination that there was an underpayment by Spragues' of overtime with respect to its employees and your determination that liquidated damages should be assessed. Your letter states that the assessment of liquidated damages is subject to the concurrence of the Bureau of Public Roads. Obviously, if it is not concurred in, then there would be no reason to appeal. Will you please advise me of the procedure to be followed by your office and/or the Bureau of Public Roads with respect to determining the concurrence of the Bureau of Public Roads. Will you also please provide me with a copy of the appeal procedure or regulations that are applicable for my guidance in processing the appeal.

Your letter does not indicate under what statutory authority your office is proceeding. Will you please provide me with the citation of the statute that your office is following.

The Work Hours Act of 1962 is specifically made applicable only to laborers or mechanics. Your tabulation

Orig &
Rohde
5-15-67

or schedule reflecting your computation of underpayments and of liquidated damages shows on the face of it that you have applied the same to formen. The principal part of your computation of such underpayment and assessment of damages is computed with respect to formen who were paid a substantially higher rate because of their position. It would thus appear that at least to that extent, your tabulation is in error.

We are further reviewing the matter and will be corresponding with you as soon as we hear from you with respect to the above.

Thank you for your co-operation.

Yours very truly,

COPASS, FRANKLIN & WATKINS

BY Ralph E. Franklin

REF:jh

RECEIVED
MAY 4 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 22 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-6 (53) 304

6474

NOTED
R. L. PORTER

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 19, 1967

Ralph E. Franklin
Copass, Franklin & Watkins
Attorneys at Law
1001 Northern Life Tower
Seattle, Washington 98101

Re: Sprague's, Inc.
South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

Dear Mr. Franklin:

Your letter of May 3, 1967, addressed to Mr. Forrest Cooper, State Highway Engineer, has been referred to me for reply.

The Bureau of Public Roads has advised us that they concur in the assessment of liquidated damages, which should be considered as final, subject to your client's appeal rights as set forth in our letter of April 27, 1967.

As to your request for the applicable appeal procedure or regulations, we enclose a copy of Sec. 520-3, pp. 117-119, from the "Labor Compliance Manual," U. S. Dep't. of Commerce, Bureau of Public Roads (Second Ed., 1965). Since the appeal is a federal proceeding, we do not know whether these are the only applicable procedural regulations. Accordingly, we are forwarding your letter of May 3 to the Bureau for their further comment in this regard.

The Work Hours Act of 1962 is the applicable statute. As I am certain your client knows, several of its personnel classed by it as "foremen" were found to be laborers within the meaning of that Act, based upon their actual duties as performed on this project.

We trust that this will adequately answer the specific inquiries in your letter of May 3.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
Encl.
cc: Harry Cunningham
Attn.: Frank Peoples
A. W. Parsons
Forrest Cooper
R. L. Porter
C. H. Maison
Floyd Query
Alan Johansen

(c) Controversies concerning the payment of prevailing wage rates or proper classifications which involve significant sums of money, large groups of employees, or novel or unusual situations; and

(d) Recommendations of a Federal agency for appropriate adjustment of liquidated damages which are assessed under the Contract Work Hours Standards Act.

520-2.2 Practice and Procedures: The rules for practice before the Wage Appeals Board are set forth in title 29, Code of Federal Regulations, subtitle A, part 7. See Appendix B-4(a).

520-3 Appeals from Withholdings under the Work Hours Act of 1962: Any appeal from the finding of fact of the contracting officer resulting in a withholding of funds for liquidated damages for violations of the overtime requirements of the Work Hours Act of 1962 (see Appendix A-7) must be filed within 60 days from the date of withholding. The 60 days shall begin with the date on which formal notice of the withholding of funds was received by the contractor by certified mail (return receipt requested).

520-3.1 To the Federal Highway Administrator: Any aggrieved contractor or subcontractor may, within said 60 days from the date of the withholding of liquidated damages as prescribed above, appeal the contracting officer's rulings and finding of fact to the Federal Highway Administrator, or his designee, who may issue a final order, affirming the assessment of liquidated damages by the contracting officer or may forward the appeal to the Secretary of Labor with recommendations to correct any incorrect amount, or to view the violations as inadvertent, with further recommendation for appropriate adjustment in liquidated damages or that the contractor be relieved of all or part of said liquidated damages.

520-3 Continued

520-3.2 To the Secretary of Labor: Upon recommendation of the Federal Highway Administrator, or his designee, that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for such liquidated damages, the Act provides that the Secretary of Labor shall review all pertinent facts in the matter and may conduct such investigations as he deems necessary, so as to affirm or reject the recommendation. The decision of the Secretary of Labor shall be final. (See section 520-6.)

520-3.3 To the Court of Claims: In all cases in which a contractor or subcontractor may be aggrieved by a final order of either the Federal Highway Administrator or the Secretary of Labor for the withholding of liquidated damages as hereinbefore provided, such contractor or subcontractor may, within 60 days after such final order, file a claim in the Court of Claims; provided, however, that final orders of the Federal Highway Administrator or the Secretary of Labor, as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

520-3.4 Final Payments: If a contractor or subcontractor appeals the withholding of liquidated damages, the final settlement voucher closing out the project may not be processed until final action with respect to the appeal has been taken by either the Federal Highway Administrator or the Secretary of Labor. This is not intended to preclude appropriate final settlement of the project account with regard to payments which are not affected by the labor violations involved in the appeal. Payments for such other items may be made provided sums adequate to reimburse the affected employees their unpaid wages, plus the necessary liquidated damages are retained. Upon issuance of the final order of the Federal Highway Administrator, or the Secretary of Labor, as appropriate, final settlement vouchers, if otherwise appropriate, may thereafter be processed with the withholdings for the labor violations adjusted in conformity with said final order, notwithstanding the fact that the contractor thereafter appeals the final order to the Court of Claims.

520-3.5 Escrow Funds: It is recognized that the contractor's effective right of appeal may be compromised by the interim enforcement of a contracting officer's decision relative to a violation pending the outcome of an appeal. Therefore, provided funds adequate to cover unpaid wages and liquidated damages computed to the date of the contracting officer's ruling are withheld as prescribed in section 522-3 below, in circumstances where the contractor's or subcontractor's good faith dispute of the ruling is established, the contractor may thereafter be permitted to continue the disputed wage practice provided:

(a) An escrow fund determined to be legally satisfactory by the General Counsel, or his authorized representative, is established;

(b) From and after said date of the contracting officer's ruling, sums sufficient to compensate the affected employees for the differences in wages owing them in the event the appeal is unsuccessful, are paid into the escrow fund;

(c) The names and addresses of the affected employees entitled to the proceeds of the fund and the amount due each employee are carefully identified and recorded in the escrow fund records;

(d) A monthly statement of the account is filed with the regional engineer for transmission to the General Counsel, or his authorized representative; and

(e) That upon issuance of a final ruling of the Court of Claims or expiration of the statutory period for appeal from an adverse order by the Federal Highway Administrator or the Secretary of Labor, the trustee of the escrow fund shall be required as a condition of the trust to make disbursement to the affected employees and to pay the remaining amounts to the Public Roads regional engineer, for the credit of the United States.

RECEIVED
APR 28 1967

FOR FILING
I-5-6(53)304
6474

April 27, 1967

CERTIFIED MAIL

Spragues' Incorporated
of Washington
P. O. Box 458
Lynnwood, Washington

Re: South Unit, Minnesota Freeway
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

Gentlemen:

Upon information, and investigation including inspection of your certified payrolls heretofore submitted, you are hereby notified of your apparent failure to pay proper overtime wage rates to employees engaged in the performance of contract work on the subject Interstate project.

The nature of the violations, and overtime wage underpayments which were found to be due to individual employees, aggregating $385.32, are listed on a schedule attached to this letter. Also shown on the schedule are the liquidated damages assessed in accordance with the requirements of the Work Hours Act of 1962, in the amount of $2,840. The enclosed schedule allows credit for those reimbursements previously made to some of the individuals involved, as a result of the prior investigation by the U. S. Department of Labor.

This letter of notice is being sent to you by certified mail, return receipt requested. The return receipt and a copy of this letter of notice will be forwarded through channels to the regional engineer of the Bureau of Public Roads. The assessments of liquidated damages set forth in the attached schedule will be considered final, subject to the concurrence of the Bureau of Public Roads, unless an appeal by you addressed to the Federal Highway Administrator, Bureau of Public Roads, is received by this office within sixty days of the receipt of this notice. Any appeal should consist of a written explanation of, or justification for, the apparent underpayments, or a full statement evidencing that such underpayments were caused by inadvertence notwithstanding the exercise of due care. The appeal should also include further payroll submissions certifying that restitution has been made to the workmen involved. As proof of such additional payment, copies of both sides of cancelled checks should be provided if payment by check is the usual method of payment, or copies of cash receipts signed by the employees, if payment in cash is the usual method of payment.

In the event you file an appeal within the time period set forth above, you will be advised by this office of the decision of the Bureau of Public Roads. If such decision is adverse to your interests, you will be advised by certified mail, return receipt requested. In accordance with the provisions of the Work Hours Act of 1962, you will be provided a period of sixty days from the date of receipt by you of the Bureau of Public Roads decision within which to file a claim with the United States Court of Claims.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
R. L. PORTER
Deputy State Highway Engineer

RLP:AHJ:gw
Enclosure
cc: A. W. Parsons
Ralph E. Franklin
G. E. Rohde
C. H. Maison
Floyd Query
A. H. Johansen

[illegible]
[illegible]
Wolfe
[illegible]

SPRAGUE'S INC. - CONTRACT NO. 6474
PROJECT I-5-6 (53) 304
RECAP OF PAYROLL VIOLATIONS AUDIT
WORK HOURS ACT OF 1962

Employee	Classification	Week ending	Overtime over 8 hrs. not paid hrs.	Overtime over 40 hrs. per week hrs.	Overtime prev. pd. Bur. of Lab. hrs.	Overtime hours to be paid	½ reg. rate	Amt. due	Number of daily violations
Rodney Culp	Foreman	11-21-64	10	10	28½				5
		11-28-64	1½			1½	2.00	3.00	1
		12-5-64	10	19	19				5
		12-12-64	9½	24½	24½				5
		12-19-64	3½			3½	2.00	7.00	2
	Labor	1-16-65	11½	15½	15½				4
		1-23-65	8	8	9½				4
		1-30-65	3		6				3
		2-6-65	4		7½				3
		2-13-65	10½	18½	18½				5
		2-20-65	10	10	19				5
		2-27-65	10	16	16				4
		3-6-65	2	12	21				1
	Foreman	3-13-65	12	23	23				5
		3-27-65	19½	27½		27½	2.00	55.00	5
		4-3-65	19½	23	23				5
		4-10-65	12			12	2.00	24.00	3
		4-17-65	2			2	2.00	4.00	1
		5-1-65	5½		24½				3
		5-8-65	11	3	21				4
		5-15-65	9½	17½	17½				5
		5-22-65	8	8	18				4
		5-29-65	6			6	2.00	12.00	2
		6-12-65	4½		11				2
		7-24-65	15	7	23½				4
		7-31-65	8			8	2.00	16.00	2
		8-21-65	6			6	2.00	12.00	3
						66½	2.00	133.00	95

SPRAGUE'S INC. - CONTRACT NO. 6474
PROJECT I-5-6 (53) 304
RECAP OF PAYROLL VIOLATIONS AUDIT
WORK HOURS ACT OF 1962

Employee	Classification	Week ending	Overtime over 8 hrs. not paid hrs.	Overtime over 40 hrs. per week hrs.	Overtime prev. pd. Bur. of Lab. hrs.	Overtime hours to be paid	½ reg. rate	Amt. due	Number of daily violations
James Fellman	Lab-Mech.	11-21-64	7½	7½	35½				
		11-28-64	4			4	1.68	6.72	1
		12-5-64	11	20	20				5
		12-12-64	7½	12½	22				4
		12-19-64	2			2	1.68	3.36	2
						6	1.68	10.08	15
Philip H. Gazur	Foreman	11-21-64	8	8	25				5
		11-28-64	1			1	2.00	2.00	1
		12-5-64	3		17				2
		12-12-64	1		13				1
		12-19-64	1			1	2.00	2.00	1
	Labor	1-16-65	7		15				3
		3-20-65	3		14				1
						2	2.00	4.00	14
James Rodgers	Foreman	11-21-64	6	6	16½				5
		11-28-64	1			1	2.00	2.00	1
		12-5-64	10	18	18				5
		12-12-64	8½	16½	16½				5
		12-19-64	1			1	2.00	2.00	1
	Labor	1-16-65	5	4½	4½	½	2.00	1.00	3
						2½	2.00	5.00	20

SPRAGUE'S INC. - CONTRACT NO. 6474
PROJECT I-5-6 (53) 304
RECAP OF PAYROLL VIOLATIONS AUDIT
WORK HOURS ACT OF 1962

Employee	Classification	Week ending	Overtime over 8 hrs. not paid hrs.	Overtime over 40 hrs. per week h rs.	Overtime prev. pd. Bur. of Lab. hrs.	Overtime hours to be paid	½ reg. rate	Amt. due	Number of daily violations
Edwin Arthur	Lab-Mech.	11-21-64	4			4	1.68	6.72	[illegible]
		11-28-64	8			8	1.68	13.44	2
		12-5-64	8½		20½				3
		12-12-64	4½		23½				2
		12-19-64	1½			1½	1.68	2.52	2
						13½	1.68	22.68	10
Gary Swartz	Foreman	11-21-64	8	8	28½				5
		11-28-64	1½			1½	2.00	3.00	1
		12-5-64	11	11	20				5
		12-12-64	7	16	16				5
		12-19-64	2			2	2.00	4.00	2
	Labor	1-16-65	9	9	9				5
						3½	2.00	7.00	23
Raymond Franklin	Labor	11-21-64	2½		22½				3
Philip A. Gazur, Jr.	Labor	11-21-64	7½	15½	17½				4
		12-5-64	5	13½	13½				5
		12-12-64	4	6	6½				3
		1-16-65	1½			1½	1.68	2.52	1
						1½	1.68	2.52	13

SPRAGUE'S INC. - CONTRACT NO. 6474
PROJECT I-5-6 (53) 304
RECAP OF PAYROLL VIOLATIONS AUDIT
WORK HOURS ACT OF 1962

Employee	Classification	Week ending	Overtime over 8 hrs. not paid hrs.	Overtime over 40 hrs. per week hrs.	Overtime prev. pd. Bur. of Lab. hrs.	Overtime hours to be paid	½ reg. rate	Amt. due	Number of daily violations
Orville Whitney	Mach. Opr.	11-21-64	1			1	2.12	2.12	1
		11-28-64	1			1	2.12	2.12	
						2	2.12	4.24	2
Dave Hutten	Labor	12-5-64	1			1	1.68	1.68	1
		1-16-65	1½			1½	1.68	2.52	1
						2½	1.68	4.20	2
Al Dokken	Labor	12-5-64	1		20				1
Joseph Ludwig	Labor	6-26-65	7	7	7				5
		7-3-65	6	6	6				5
		7-10-65	7½	5	5	2½	1.80	4.50	4
		7-17-65	10½	10½	10½				
		7-24-65	14½	14½	14½				5
		7-31-65	7	7	7				4
		8-21-65	1			1	1.80	1.80	1
						3½	1.80	6.30	29
Kurt Ludwig	Labor	7-10-65	1½			1½	1.68	2.52	3
		7-17-65	2½	2½	2½				3
		7-24-65	8½	8½	9				5
		7-31-65	6	12	12				5
						1½	1.68	2.52	16

SPRAGUE'S INC. - CONTRACT NO. 6474
PROJECT I-5-6 (53) 304
RECAP OF PAYROLL VIOLATIONS AUDIT
WORK HOURS ACT OF 1962

Employee	Classification	Week ending	Overtime over 8 hrs. not paid hrs.	Overtime over 40 hrs. per week hrs.	Overtime prev. pd. Bur. of Lab. hrs.	Overtime hours to be paid	½ reg. rate	Amt. due	Number of daily violations
Lawrence Snyder	Labor	7-10-65	1			1	1.68	1.68	
Raymond Strom	Labor	7-17-65	4½	½	9½				4
		7-24-65	2½			2½	1.68	4.20	1
						2½	1.68	4.20	5
Don Vest	Labor	8-21-65	3			3	1.68	5.04	2
Lewis Benally	Foreman	11-14-64	1½			1½	2.07	3.11	1
		11-21-64	5½			5½	2.07	11.39	3
		12-5-64	2½			2½	2.07	5.18	1
		12-12-64	1	3		3	2.07	6.21	2
		12-19-64	1			1	2.07	2.07	1
	Labor	1-23-65	6	6		6	2.07	12.42	4
		3-20-65	14	14		14	2.07	28.98	
		3-27-65	12	21		21	2.07	43.47	6
		4-3-65	13½	17		17	2.07	35.19	6
		4-10-65	10			10	2.07	20.70	3
		4-24-65	2			2	2.07	4.14	1
						83½	2.07	172.86	33
									284 days @ $10 per day violation
Totals						195		385.32	2,840.00

Salem, Oregon
April 21, 1967

G. E. Rohde
Chief Counsel

C. H. Maison
Controller

We received a letter dated April 10 from the Federal Highway Administration requesting that we give Sprague's,Inc. certain notice in connection with their alleged labor violations.

Will you please advise if this has been done and if so, may I have a copy of the letter.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
~~U.S. DEPARTMENT OF COMMERCE~~
~~BUREAU OF PUBLIC ROADS~~
477 Cottage Street NE.
Salem, Oregon 97301

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

DATE: April 10, 1967

In reply refer to: 08-35-EC/420.25

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-6(53)304
Minnesota Freeway Section
Labor Compliance - Sprague's Incorporated

[illegible]

Mr. Porter's February 10, 1967 letter and attachments on the subject labor compliance investigation have been reviewed by our Assistant Regional Counsel (formerly Western Counsel). Attached is a copy of Mr. Peebles memorandum to Mr. French indicating that your investigation was thorough and competent; however, he points out that one additional step in this case is necessary at this time (Page 114 of Labor Compliance Manual).

This step will be to submit to the contractor a letter advising him of the nature of the violations, the names, addresses and dates of the affected employees, the amount of restitution wages withheld and the amount of liquidated damages assessed and withheld. Also a statement affording the contractor an opportunity to appeal such withholding in accordance with Section 103(c) of the Work Hours Act of 1962 (Page 178 Labor Compliance Manual). An example of similar instructions issued to North Carolina by Mr. Anders on April 11, 1966 is attached for your consideration.

Please note that Mr. Peebles states that we will be unable to consider a waiver of the liquidated damages until receipt of the contractor's reply to your letter.

We noticed a typographical error in Mr. Rohde's report where he referred to the Wage Hour Act instead of the correct regulation Work Hour Act of 1962.

NOTED

A copy of your letter to the contractor would be appreciated.

Enclosure

copy to 4-12-67
Young

RECEIVED
APR 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

~~Howard Hodgman~~
2 copies to each div
9-19-66
JGS

APR 11 1966

Mr. H. E. Stark
Regional Engineer
Atlanta, Georgia

03-60

36-32

Dowell H. Anders, General Counsel
By:
Paul J. Andrews, Assistant General Counsel

North Carolina Project I-77-1(13)65; Work Hours Act of 1962 violations

This is in further reply to your memorandum which asked us how you should proceed with regard to the subject matter.

The State should address a letter to the prime contractor with a copy to the subcontractor. Both letters should be sent by certified mail, return receipt requested. The letter may read substantially as follows:

> "Upon information, and upon inspection of certified payrolls submitted by Brown Paving Company, your subcontractor, you are hereby notified of the subcontractor's apparent failure to pay proper overtime wage rates to employees engaged in the performance of contract work on the subject Interstate project.
>
> "The nature of the violations, the straight time wage underpayments and overtime wage underpayments which were found to be due to individual employees are listed on a schedule attached to this letter. We are also enclosing a schedule of the liquidated damages assessed in accordance with the requirements of the Work Hours Act of 1962.
>
> "This letter of notice is being sent to you and to your subcontractor by certified mail, return receipt requested. The return receipts and a copy of this letter of notice will be forwarded through channels to the regional engineer of the Bureau of Public Roads. The assessments of liquidated damages set forth in the attached schedule will be considered

(more)

final, subject to the concurrence of the Bureau of Public Roads, unless an appeal by you or your subcontractor addressed to the Federal Highway Administrator, Bureau of Public Roads, is received by this office within sixty days of the receipt of this notice. Any appeal should consist of a written explanation of, or justification for, the apparent underpayments, or a full statement evidencing that such underpayments were caused by inadvertence not withstanding the exercise of due care. The appeal should also include, if appropriate, further payroll submissions certifying that restitution has been made to the workmen involved. As proof of such additional payment, copies of both sides of cancelled checks should be provided if payment by check is the usual method of payment, or copies of cash receipts signed by the employees, if payment in cash is the usual method of payment.

"In the event you file an appeal within the time period set forth above, you will be advised by this office of the decision of the Bureau of Public Roads. If such decision is adverse to your interests, you will be advised by certified mail, return receipt requested. In accordance with the provisions of the Work Hours Act of 1962, you or your subcontractor will be provided a period of sixty days from the date of receipt by you or your subcontractor of the Bureau of Public Roads decision within which to file a claim with the United States Court of Claims."

This suggested letter, or its equivalent, should be signed by the State contracting officer, indicating his title, organization and mailing address.

The foregoing procedure is suggested inasmuch as proceedings to date have apparently not provided for notifying the contractor and his subcontractor of their appeal rights as set forth in the Work Hours Act of 1962.

(more)

When the regional engineer has received and considered the appeal, or no appeal is filed within the specified time, the findings and your recommendations should be forwarded to this office for additional review.

RECEIVED
APR 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Two copies to Oregon Division,
4-5-67

FORM PR-111
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TO : Mr. B. M. French, Regional Federal Highway Administrator
Portland, Oregon

DATE: April 3, 1967

In reply refer to:

FROM : Dowell H. Anders, Interim General Counsel
By
F. B. Peebles, Assistant Regional Counsel

SUBJECT: Labor violation - Oregon Project I-5-6(53)304

We have your CD-14 dated March 3, 1967, together with report of investigation of alleged labor violations by Sprague's, Inc.

The report as submitted by Mr. G. H. Rohde, Chief Counsel, reflects a thorough and competent investigation of labor compliance matters in connection ~~accordance~~ with subject contractor. It appears, however, to have overlooked one element of procedure which is set forth in the Labor Compliance Manual, Section 519-4, which requires the State to advise the contractor by letter of the nature of the violations, the amount of restitution wages withheld, and the amount of liquidated damages assessed and withheld, and further, affording the contractor an opportunity to appeal such withholding. The format of such a letter was suggested in a memorandum from Mr. Andrews, Office of the General Counsel, to Mr. Stark, Regional Engineer, Atlanta, Georgia, dated April 11, 1966, photocopies of which were distributed to regional offices. Only after the contractor's reply to such letter from the State may any consideration be given to the waiver of liquidated damages.

In addition to the above correspondence the State should furnish evidence of the verification of restitution payments in order to close the file.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-12K 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. WRIGLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAR 21 1967
FOR FILING

[illegible]

6474

March 20, 1967

Copass, Franklin & Watkins
1001 Northern Life Tower
Seattle, Washington 98101

Re: Spragues' Inc.

Attention: Ralph E. Franklin

Dear Mr. Franklin:

Referring to your letter of March 16, 1967, on behalf of Spragues' Inc., this is to advise that the Secretary to the Commission is today forwarding, pursuant to your demand, bid proposals for the Wolf Creek-Medford project.

I am requested to advise, however, that without your client making available for audit the records mentioned in our letter of February 10, 1967 the staff would not be in a position to recommend the award of contract to Spragues' Inc. as the "best responsible bidder" under ORS 366.405.

We will request further review of the other matters mentioned in your letter.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
cc - Mr. R. L. Porter
Mr. Floyd Query
Mr. C. A. Maison
Mr. Alan Johansen

RECEIVED
MAR 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES
COPASS, FRANKLIN & WATKINS
1001 NORTHERN LIFE TOWER
SEATTLE, WASHINGTON 98101

MICHAEL KEYS COPASS
RALPH E. FRANKLIN
H. JOEL WATKINS

WILFRED E. SCHLICKER

TELEPHONE
MAIN 4-1351

March 16, 1967

Admin

Oregon State Highway Commission
Salem, Oregon

Re: Spragues' Inc.

Gentlemen:

We are attorneys for Spragues' Inc., a Washington corporation of Lynnwood, Washington. In 1964, Spragues' entered into a contract with you for Roadside Improvement work, South Unit, Minnesota Freeway, being contract No. 6474. The work was completed about April 9, 1966. When final payment was not forthcoming, Spragues' called the Department and were informed that the matter had been referred to your counsel.

On June 14, 1966 I talked by telephone with Mr. Rohde who referred me to his assistant, Mr. Sollis. The latter advised me that the Department had been informed that there were labor claims pending, and that he would have to have information as to persons and amounts involved. I explained that the Wage and Hour Division of the United States Department of Labor had made a complete check of our records, including our records on the Minnesota Freeway job; that a dispute existed between Spragues' and the Wage and Hour Division concerning liability for overtime pay where the employee was not actually engaged in work at the site of the project; that I presently had the matter under discussion with the San Francisco office of the Division.

On June 29, 1966 I talked by telephone with Mr. Sollis and was informed that if I would furnish a letter from the Wage and Hour Division as to the amount that was in dispute, that your department would then release the balance due to

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MAR 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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Spragues' less only an amount equal to such disputed amount. A copy of letter from F. B. Peebles, Assistant Western Counsel for the Bureau of Public Roads concerning the matter was provided. On August 3 I provided a copy of letter from the Wage and Hour Division dated July 12, 1966 listing the employees involved and the amounts which were in dispute. I noted that Spragues' denied any legal liability for payment to the employees, but that as a matter of economics only, Spragues' was making payment to the employees by forwarding checks to the Wage and Hour Division.

The writer talked with Mr. Sollis on August 9, 1966 and at that time I was informed that the department would not release the money owed to Spragues' unless and until I furnished them everything they requested. This was a departure from our prior understanding. Mr. Sollis demanded a list of all employees, regardless of whether or not they were employed on the Minnesota Freeway project, which employees were the subject of inquiry by the Wage and Hour Division. We furnished this. He also demanded that we obtain an affidavit from each of our employees that there was nothing owed to the employees. We rejected this. At that time I referred Mr. Sollis to an opinion which Spragues' had received dated January 25, 1966 from Altero D'Agostini, Regional Attorney for the Department of Labor which set forth that work done by a laborer or mechanic at the office, and not at the actual job site, did not entitle the employee to overtime. I was informed that the Highway Department was acting under the direction of the Bureau of Public Roads. I personally went to San Francisco and talked with the office of the Bureau of Public Roads and was advised by its counsel that it had no interest whatsoever in the Oregon proceeding.

On August 31, 1966 three representatives, including an auditor from the Highway Department called at Spragues' and audited Spragues' records in connection with the Minnesota Freeway. A letter from the Highway Department over the signature of Allan H. Johansen was sent to each of our employees about alleged irregularities by Spragues' in connection with its payroll and soliciting complaints from our employees.

The writer has received a letter dated February 10, 1967 wherein it was requested that Spragues' permit an audit of its books and records with respect to various other contracts. The letter states in part, "refusal of an opportunity for such examination might, in some quarters, be regarded as evidence of some culpable intent and would, we believe, clearly violate your client's contractual obligations."

Recently, Spragues' requested a set of plans for the purpose of bidding on one of your projects. In response thereto, the Secretary of the Commission referenced the letter of February 10 addressed to the writer. Only informational plans and specifications for the job were provided. Obviously, the job cannot be bid thereon.

Not only has the Highway Commission refused to pay the balance which is admittedly owed to Spragues', but it has sought to create dissatisfaction amongst Spragues' employees over a situation that the Department of Labor recognized was disputable and it has sought to intimidate the company as evidenced by the referenced correspondence. The Highway Department has not provided us with the identity or details of a single complaint against us despite the fact that it corresponded with Spragues' employees for such purpose.

We believe that the commission should in fairness pay to Spragues' Inc. the amount which is admittedly due. Further, we request that you send to Spragues' the plans and documents for the Wolf Creek-Medford job for which Spragues' made application so as to permit Spragues' to prepare a bid.

Yours very truly,

COPASS, FRANKLIN & WATKINS

BY Ralph E. Franklin

REF:jh

RECEIVED
FEB 15 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6474

February 10, 1967

Ralph E. Franklin
Copass, Franklin & Watkins
Attorneys at Law
1101 Northern Life Tower
Seattle, Washington

Re: Sprague's Inc. of Washington
Contract No. 6474
South Unit, Minnesota Freeway
Section

Dear Mr. Franklin:

In connection with your recent inquiries as to when the balance of the final payment on the above project might be released, this is to advise that our investigation of charges of wage-hour violations has been completed, and the results forwarded to the Bureau of Public Roads. Since the charges involve alleged violations of federal law, as well as our contract with your client, final action by us must await the instructions of that federal agency. We share your desire that this matter be finally disposed of within the near future.

Meanwhile, charges of similar violations by Sprague's on several other projects have been received. Our Accounting Division asked Mrs. Sprague for an opportunity to audit the corporate books and records on those other projects, and we understand that she refused this request. The projects involved, on each of which Sprague's was a subcontractor, are the following:

Contract No.	Job Description	Prime Contractor
6241	Ashland - Wall Creek	Peter Kiewit
6436	Wall Creek - Siskiyou Station	Slate-Hall
6360	Siskiyou Station-Siskiyou Summit	Slate-Hall

It is not anticipated that investigation of the charges relating to these projects will require as much time as has been necessary on the Minnesota Freeway project. We are sure you will agree that resolution of all outstanding problems will be expedited by your client's cooperation in making the corporate books on the above projects available for examination. Continued refusal of an opportunity for such examination might, in some quarters, be regarded as evidence of some culpable intent and would, we believe, clearly violate your client's contractual obligations.

Please advise whether your client's books and records on the above projects will be available for examination at a mutually convenient time. Thank you for your cooperation.

Vefy truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw

cc: R. L. Porter
C. H. Maison
L. H. Young
Alan H. Johansen

RECEIVED
FEB 14 1967
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]
FEB 15 1967

FOR FILING
I-5-6(53)304
6474

February 10, 1967

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Dear Mr. Parsons:

Attached is a letter with some supporting data having to do with alleged wage violations by Sprague's Inc., on Contract No. 6474, Project I-5-6(53)304.

I believe the letter is self-explanatory and this Department recommends that you concur in Mr. Rohde's finding.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.
cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
G. E. Rohde

Orig and one copy of Rohde's letter & attachment
to BPR.

FORM E-30X—50M—7-66 SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1967

SUBJECT: Wage & Hour Investigation
Sprague's Inc., of Washington
South Unit, Minnesota Freeway
Section
Pacific Highway
Roadside Improvement
Contract No. 6474
Project I-5-6 (53) 304

To: Forrest Cooper
State Highway Engineer
BUILDING

Attn.: R. L. Porter
Deputy Highway Engineer

As you may recall, for several months we have been investigating possible wage and hour violations on the above project, especially with respect to possible failure to make required overtime payments. This investigation was prompted in the first instance primarily by a complaint from one Rodney Culp, who was employed as a foreman on the above project. His complaints led to an investigation by the U. S. Department of Labor which culminated in payment by the contractor of additional overtime to various workmen in amounts aggregating $4,794.69.

Subsequently, at the request of the Bureau of Public Roads, we undertook to determine whether any further sums were payable under the contract and applicable federal laws, and what amounts, if any, might be assessable as liquidated damages to the United States, for man-day violations of the applicable overtime requirements for payment of time and one-half for work in excess of 8 hours per day or 40 hours per week.

During the course of our investigation, several conferences were held with representatives of the Bureau. Also, copies of various reports by our investigator, William G. Nokes, were forwarded to Mr. Backlund of the Bureau's local office on October 3, 1966. Such additional data as is available in our Accounting and Legal Divisions is, of course, also open to inspection by the Bureau of Public Roads.

It was discovered that there were discrepancies between original time sheets prepared by the contractor's field personnel, and the certified payrolls submitted during the course of the project. According to our Accounting Division's audit, if the original time sheets are assumed to be correct in each instance, and if all questions as to compensable time are resolved in favor of the workmen and against the contractor, additional overtime payments aggregating $385.32 are due to various workmen, over and above the amounts paid through the offices of the U. S. Department of Labor. Upon the same basis, it appears that there were a maximum of 284 man-day violations which, at $10.00 per man-day, would indicate a maximum of $2,840 in liquidated damages.

Attached hereto, marked Exhibit A, is a schedule showing, in summary form, the sums payable, with number of hours and applicable rate, and number of day violations, with respect to each of the workmen involved. The hours shown were paid at straight time rates, rather than overtime rates, so the additional amounts are computed on the basis of ½ each man's basic hourly rate.

It will be observed that as to various workmen, the number of day violations appears disproportionately high in relation to the hours and money amounts shown. Indeed, in two instances (Raymond Franklin and Al Dokken) one or more day violations are shown, although no additional payments are shown as due. This is because the hours and amounts include only unpaid overtime hours for which payment was not previously made through the Department of Labor. The day violations, on the other hand, include all instances found, regardless of whether or not payment through that Department was previously made.

It appears that a large proportion of the infractions resulted from the contractor's belief that the federal overtime requirements were not applicable to its hourly-paid foremen, on the basis that they were supervisory personnel. Our investigation indicated that at least five of these foremen (Rodney Culp, Philip H. Gamur, James Rodgers, Gary Swartz, Lewis Benally) were working foremen, devoting a majority of their time to labor rather than to supervisory activities, although each of them was in charge of a crew working in a particular area. Accordingly, it appears that overtime should have been paid to these individuals at one and one-half their basic hourly rate.

The other infractions, as to non-foremen, appear to have resulted from failure to pay overtime for travel time, work away from the job site, and such items. The contractor claims to have believed, and to still believe, that overtime was not properly payable in any of these instances.

Although there have been general claims of wilful failure to pay overtime, and even charges of deliberate falsification of time records and/or payrolls, our investigation failed to reveal any evidence to substantiate such charges.

After our interview of various personnel among the contractor's employees, highway department employees, and others, and after our Accounting Division's audit of the contractor's books and records, on December 1 and 2, 1966, we sent a questionnaire to 72 of the contractor's employees on this project, to find whether there were any other provable instances of failure to properly pay for either straight time or overtime. A specimen of the form of questionnaire used is attached hereto, marked Exhibit B.

We received no response whatever to 58 of these questionnaires; three were returned by recipients who claim that they were the wrong party and never worked for this contractor; three were returned as undeliverable by the postal authorities; four men affirmatively responded that they claimed no underpayments, and only four claimed any underpayments for either straight time or overtime. Attached are copies of each of these four claims, from Raymond D. Franklin, David Wayne Hutton, Gene A. McLenithan and Guy M. Wallace, marked Exhibit C-1 through C-4, respectively.

As you will see, none of these claimants kept any independent records or had any documentation of their claims whatever. Generally, they were very vague as to dates, hours or amounts involved. We were unable, from the time sheets and/or payrolls examined, to substantiate any of these claims, except as to Hutton who, as indicated on Exhibit A, may be entitled to an additional $4.20 for 2½ hours of overtime not previously paid as such.

The claimant McLenithan (Ex. C-3) suggests that his claim can be substantiated by various co-workers. We received no response from any of the men mentioned.

The claimant Wallace (Ex. C-4) states that he and one James L. Farr were "shorted" for overtime on two Saturdays. We sent a questionnaire to Farr, but received no response. Wallace also states that he reported these shortages to his union and suggests they should have the dates and times. Telephonic inquiries to the named union failed to reveal any such information.

The claimant Hutton (Ex. C-2), in addition to a claim of failure to receive overtime, states that he was paid only at labor rates for time spent as a truck driver. This undocumented claim is contrary to the certified payrolls which show that he was paid $3.78 (straight time) and $5.67 (overtime) for driving a truck, and $3.50 (straight time) and $5.25 (overtime) for time spent operating a post hole digger.

In short, we are unable to verify or substantiate any failure to pay overtime, or other wage-hour infractions, except as previously paid through the Department of Labor and as shown on Exhibit A.

Our investigator, Mr. Nokes, who personally interviewed numerous persons on this matter, concluded that any violations of the Davis-Bacon Act or the Wage Hour Act were made in a good faith belief that they were legitimate business decisions and were not attempts to cheat any employees or to circumvent Federal law. This and similar conclusions are set forth in his report of December 1, 1966, a copy of which is attached hereto marked Exhibit D. Mr. Carpenter, of our Accounting Division, who spent substantial time reviewing the contractor's books, and who discussed this matter with the contractor's management personnel, has advised that he concurs in the view that the infractions which occurred were more likely the result of errors in judgment, or failure to understand the applicable legal and contractual requirements, than of deliberate wrongdoing.

We are obliged to concur in these conclusions by the individuals who personally interviewed the witnesses and reviewed the available records, particularly in the absence of any concrete evidence indicating a contrary conclusion.

It may be pertinent to note that apparently there was considerable ill-will between Mr. Culp, the original complainant, and one of the contractor's superintendents. Also, subsequent to his original complaint, Mr. Culp has gone into the landscaping business for himself in competition with the contractor. See Mr. Nokes' report of September 6, 1966, a copy of which is attached hereto marked Exhibit E.

We are presently retaining sufficient funds from the final payment on the project to cover the $385.32 which is, or may be, due to the employees listed in Exhibit A, plus $2,840.00 in liquidated damages.

It appears that the appropriate next steps would be to advise the Bureau of these findings, and to continue to retain such funds pending satisfaction of the overtime claims which have been established, and of such liquidated damages as may be found to be properly chargeable. If we properly understand the Labor Compliance Manual (see, e.g., sec. V - IV - 07 (D)), the assessment of liquidated damages is discretionary, with some weight to be accorded to considerations such as whether the infractions were shown to be wilful or deliberate, and whether the contractor takes necessary corrective action.

It is our recommendation that upon satisfactory proof that the contractor has paid the additional $385.32 to the employees entitled thereto, pursuant to Exhibit A, all or a substantial portion of the liquidated damages be waived. If you or the Bureau determine that all or some portion of the liquidated damages should be assessed, we should also condition release of the retained funds upon the contractor's payment thereof to the United States.

It appears appropriate for you to forward this report to the Bureau of Public Roads, with such additional comments or recommendations as you may deem suitable, and with a request for their determination.

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
Attachments
cc: L. H. Young
C. H. Maison
A. H. Johansen

Ex. A

Name	Overtime Hours to be Paid	½ Regular Rate	Amount Due	Number of Daily Violations
Rodney Culp *	66½	2.00	133.00	95
James Fellman	6	1.68	10.08	15
Philip H. Gazur *	2	2.00	4.00	14
James Rodgers *	2½	2.00	5.00	20
Edwin Arthur	13½	1.68	22.68	10
Gary Swartz *	3½	2.00	7.00	23
Raymond Franklin				3
Philip A. Gazur, Jr.	1½	1.68	2.52	13
Orville Whitney	2	2.12	4.24	2
Dave Hutten	2½	1.68	4.20	2
Al Dokken				1
Joseph Ludwig	3½	1.80	6.30	29
Kurt Ludwig	1½	1.68	2.52	16
Lawrence Snyder	1	1.68	1.68	1
Raymond Strom	2½	1.68	4.20	5
Don Vest	3	1.68	5.04	2
Lewis Benally *	83½	2.07	172.86	33
		Totals	385.32	284

* - Foremen

Ex. A

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 1, 1966

Joseph Cooper
Route 1, Box 68
Rainier, Oregon

Re: Sprague's Inc.
10M-Sea
K# 6474
South Unit, Minnesota Freeway

Dear Sir:

This office is investigating some alleged irregularities in the payroll of Sprague's Incorporated of Lynnwood, Washington, relative to its contract with the Oregon State Highway Commission for roadside improvement on the Minnesota Freeway in Portland. In pursuance of this investigation I have set out certain questions below which I would appreciate having you answer in your own words and to the best of your ability. You may either answer on this letter itself or on a separate piece of paper, referencing your answers to the number of the question.

1. What is your full name, date of birth and social security number?

2. Were you employed by Sprague's Inc. on the South Minnesota landscape contract?

3. What was your job title? Rate of pay?

4. What were your duties?

5. Were you properly paid for all of your straight time hours?

    A. If not, how many hours were you underpaid?

    B. On what days were you shorted, and how many hours?

    C. What records or other evidence do you have to substantiate this claim, if any?

    D. Do you know of any other employees who were shorted, and if so, who?

6. Were you properly paid for all of your overtime hours?

    A. If not, how many hours were you underpaid?

    B. On what days were you shorted, and how many hours?

Ex. B.

C. What records or other evidence do you have to substantiate this claim, if any?

D. Do you know of any other employees who were shorted, and if so, who?

7. Except as shown in questions 5 and 6 above, are you satisfied that you were paid the proper hourly rate of pay for your classification for both straight time and overtime?

8. Were you employed by Sprague's Inc. while they were operating as a subcontractor for Slate-Hall Construction Co. on the Siskiyou Summit project, near the California border?

A. If so, were you properly paid on that job?

B. If not properly paid, please answer questions 5 and 6, parts A through D with reference to Siskiyou Summit.

Any question which you do not answer will mean that as to that one question, you are satisfied and make no claim. If we do not receive a signed reply from you within 15 days from the date of this letter, our investigation will show that you are satisfied and are making no claim. It is possible that you might be called upon to testify to, and produce evidence in court, on any of the answers you make so please be as accurate as possible.

When you have completed answering the questions, please date and sign your reply and return it to us in the enclosed stamped, self-addressed envelope. Thank you for your cooperation.

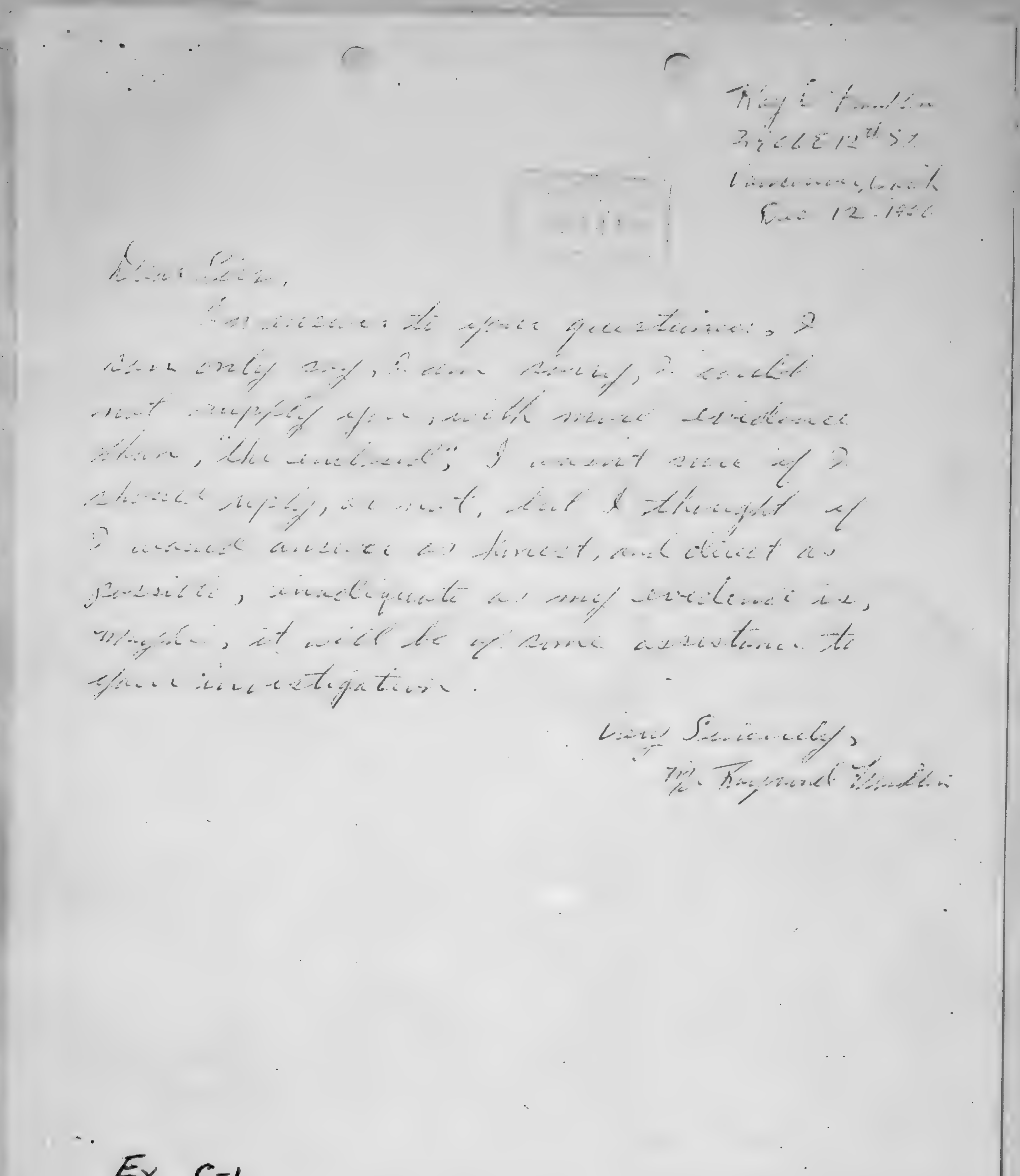
Very truly yours,

G. E. ROHDE
Chief Counsel

By Alan H Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

Enc.



Ray C. [illegible]
3426 E 12th St.
[illegible], Ark
Dec 12-1956

Dear Sir,

In answer to your questions, I can only say, I am sorry, I could not supply you with more evidence than, "the enclosed"; I wasn't sure if I should reply, or not, but I thought if I would answer as honest, and direct as possible, inadequate as my evidence is, maybe, it will be of some assistance to your investigation.

Very Sincerely,
Wm. Raymond [illegible]

Ex. C-1

Raymond Franklin		11/28	12		40.80			40.80	.46	.30		1.20	.04			37.80
NAME		PERIOD ENDING	REG. HRS.	O.T. HRS.	REGULAR	O.T.		TOTAL	F.I.C.A.	INC. TAX	MED. AID					NET PAY
					EARNINGS			★			WE PAID OUT THESE AMOUNTS FOR YOU					

*PLEASE DETACH BEFORE DEPOSITING

SPRAGUES' INC. - LYNNWOOD WASH.

Form 99W

OREGON STATE TAX COMMISSION

1964
Employe's Copy
TRIPLICATE

INDIVIDUAL WITHHOLDING STATEMENT

Wages Paid and Income Tax Withheld

Type or Print—Employer's identification No., name and address

46876
Spragues Commercial Landscaping
P.O. Box 458
Lynnwood, Wash.

EMPLOYE
KEEP THIS COPY FOR YOUR OWN RECORD

Type or Print—Employe's social security No., name and address

Raymond D. Franklin
Box 335
Sutherlin, Oregon
519-40-5158

Total Wages (before pay roll deductions) Paid in 1964	Federal Income Tax Withheld	State Income Tax Withheld	Married	Single
$ 417.53	$ 42.43	$14.70	x	

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 2, 1966

Raymond Franklin
Box 335
Sutherlin, Oregon

Re: Sprague's Inc.
10M-Sea
K# 6474
South Unit, Minnesota Freeway

Dear Sir:

This office is investigating some alleged irregularities in the payroll of Sprague's Incorporated of Lynnwood, Washington, relative to its contract with the Oregon State Highway Commission for roadside improvement on the Minnesota Freeway in Portland. In pursuance of this investigation I have set out certain questions below which I would appreciate having you answer in your own words and to the best of your ability. You may either answer on this letter itself or on a separate piece of paper, referencing your answers to the number of the question.

1. What is your full name, date of birth and social security number?
Raymond Dean Franklin · Jan. 28 · 1931 519-40-5155

2. Were you employed by Sprague's Inc. on the South Minnesota landscape contract? yes

3. What was your job title? Laberer Rate of pay? 3.40

4. What were your duties? Driving truck - planting shrubery & other plants

5. Were you properly paid for all of your straight time hours? I can't be sure what the proper wage - per hour, should have been - so I

   A. If not, how many hours were you underpaid? can't be sure if I was underpaid or not.

   B. On what days were you shorted, and how many hours? I can't remember I have no record

   C. What records or other evidence do you have to substantiate this claim, if any? I have no evidence, other than one check stub - and my income tax records (if this is evidence)

   D. Do you know of any other employees who were shorted, and if so, who?

6. Were you properly paid for all of your overtime hours? no

   A. If not, how many hours were you underpaid? I don't remember -

   B. On what days were you shorted, and how many hours? I don't remember I have no record.

C. What records or other evidence do you have to substantiate this claim, if any? Only Income tax statement and one check stub. All others were misplaced or discarded.

D. Do you know of any other employees who were shorted, and if so, who?

7. Except as shown in questions 5 and 6 above, are you satisfied that you were paid the proper hourly rate of pay for your classification for both straight time and overtime? I'm not really sure, except on one occasion when I should have recieved overtime - and didn't. which I called to their attention, with no result.

8. Were you employed by Sprague's Inc. while they were operating as a subcontractor for Slate-Hall Construction Co. on the Siskiyou Summit project, near the California border? No

A. If so, were you properly paid on that job?

B. If not properly paid, please answer questions 5 and 6, parts A through D with reference to Siskiyou Summit.

Any question which you do not answer will mean that as to that one question, you are satisfied and make no claim. If we do not receive a signed reply from you within 15 days from the date of this letter, our investigation will show that you are satisfied and are making no claim. It is possible that you might be called upon to testify to, and produce evidence in court, on any of the answers you make so please be as accurate as possible.

When you have completed answering the questions, please date and sign your reply and return it to us in the enclosed stamped, self-addressed envelope. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

Enc.

This [illegible] to my best ability [illegible].

1. [illegible] 12-25-45 [illegible]

[illegible] Yes

[illegible] 340 [illegible]

4. [illegible]
on the [illegible] of the [illegible]
[illegible]

5. [illegible]
[illegible]
[illegible]

6. [illegible]

A. [illegible] 1 [illegible] of
[illegible] the [illegible]

B. [illegible]
[illegible]
[illegible]

D. [illegible] ([illegible] possible)
([illegible])
(Phil A. [illegible] (Jr.))
([illegible])

Ex. C-2 ([illegible])

[illegible]

[illegible]

[illegible]

[illegible] to the best of my knowledge

[illegible]

FORM E-[illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 2, 1966

David Hutton
9509 - 196th S. W.
Edmonds, Washington

Re: Sprague's Inc.
10M-Sea
K# 6474
South Unit, Minnesota Freeway

Dear Sir:

This office is investigating some alleged irregularities in the payroll of Sprague's Incorporated of Lynnwood, Washington, relative to its contract with the Oregon State Highway Commission for roadside improvement on the Minnesota Freeway in Portland. In pursuance of this investigation I have set out certain questions below which I would appreciate having you answer in your own words and to the best of your ability. You may either answer on this letter itself or on a separate piece of paper, referencing your answers to the number of the question.

1. What is your full name, date of birth and social security number?

[illegible]

2. Were you employed by Sprague's Inc. on the South Minnesota landscape contract.?

yes

3. What was your job title? [illegible] Rate of pay? [illegible]

4. What were your duties?

5. Were you properly paid for all of your straight time hours?

   A. If not, how many hours were you underpaid?

   B. On what days were you shorted, and how many hours?

   C. What records or other evidence do you have to substantiate this claim, if any?

   D. Do you know of any other employees who were shorted, and if so, who?

6. Were you properly paid for all of your overtime hours?

   A. If not, how many hours were you underpaid?

   B. On what days were you shorted, and how many hours?

Ex. C-2

C. What records or other evidence do you have to substantiate this claim, if any?

D. Do you know of any other employees who were shorted, and if so, who?

7. Except as shown in questions 5 and 6 above, are you satisfied that you were paid the proper hourly rate of pay for your classification for both straight time and overtime?

8. Were you employed by Sprague's Inc. while they were operating as a subcontractor for Slate-Hall Construction Co. on the Siskiyou Summit project, near the California border?

A. If so, were you properly paid on that job?

B. If not properly paid, please answer questions 5 and 6, parts A through D with reference to Siskiyou Summit.

Any question which you do not answer will mean that as to that one question, you are satisfied and make no claim. If we do not receive a signed reply from you within 15 days from the date of this letter, our investigation will show that you are satisfied and are making no claim. It is possible that you might be called upon to testify to, and produce evidence in court, on any of the answers you make so please be as accurate as possible.

When you have completed answering the questions, please date and sign your reply and return it to us in the enclosed stamped, self-addressed envelope. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

Enc.

Gene A. McLenithan

FORM E-723

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

RECEIVED
DEC 13 1966
[illegible]

December 2, 1966

Gene McLenithan
3716 N. E. 14th Ave.
Portland, Oregon

Re: Sprague's Inc.
10M-Sea
K# 6474
South Unit, Minnesota Freeway

Dear Sir:

This office is investigating some alleged irregularities in the payroll of Sprague's Incorporated of Lynnwood, Washington, relative to its contract with the Oregon State Highway Commission for roadside improvement on the Minnesota Freeway in Portland. In pursuance of this investigation I have set out certain questions below which I would appreciate having you answer in your own words and to the best of your ability. You may either answer on this letter itself or on a separate piece of paper, referencing your answers to the number of the question.

1. What is your full name, date of birth and social security number?
GENE ARNOLD MCLENITHAN BIRTH DATE FEB. 11, 1947 S.S. 543-54-3161

2. Were you employed by Sprague's Inc. on the South Minnesota landscape contract? YES

3. What was your job title? ~~Planter~~ LANDSCAPEING Rate of pay? WE WERE WORKING FOR $3.35 PER. HR. BUT RATE OF PAY WAS SUPPOSE TO BE $3.60 ACCORDING TO UNION SCALE.

4. What were your duties? PLANTER

5. Were you properly paid for all of your straight time hours? YES

   A. If not, how many hours were you underpaid?

   B. On what days were you shorted, and how many hours?

   C. What records or other evidence do you have to substantiate this claim, if any?

   D. Do you know of any other employees who were shorted, and if so, who?

6. Were you properly paid for all of your overtime hours? NO

   A. If not, how many hours were you underpaid? 6 HRS.

   B. On what days were you shorted, and how many hours? JULY ~~1965~~ 12, 1965 THROUGH JULY 16, 1965 NO OVERTIME PAY FOR 3 HRS. JULY 26 THROUGH JULY 30 NO OVERTIME PAY FOR 3 HRS THESE ARE THE APPROX. DATES I CAN COME TO IT.

Ex. C-3

DAVE GROUT, ~~LEE MCLURE~~ LEE MCLURE, STEVE GRESS.

C. What records or other evidence do you have to substantiate this claim, if any? JUST BY THE EMPLYES WHO WORK OUT THERE WITNES TO THE STATEMENT PAUL CLAMPIT, CHUCK CLAMPITT, RALPH CLAMPITT

D. Do you know of any other employees who were shorted, and if so, who?

7. Except as shown in questions 5 and 6 above, are you satisfied that you were paid the proper hourly rate of pay for your classification for both straight time and overtime? NO

8. Were you employed by Sprague's Inc. while they were operating as a subcontractor for Slate-Hall Construction Co. on the Siskiyou Summit project, near the California border? NO

A. If so, were you properly paid on that job?

B. If not properly paid, please answer questions 5 and 6, parts A through D with reference to Siskiyou Summit.

Any question which you do not answer will mean that as to that one question, you are satisfied and make no claim. If we do not receive a signed reply from you within 15 days from the date of this letter, our investigation will show that you are satisfied and are making no claim. It is possible that you might be called upon to testify to, and produce evidence in court, on any of the answers you make so please be as accurate as possible.

When you have completed answering the questions, please date and sign your reply and return it to us in the enclosed stamped, self-addressed envelope. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By Alan H. Johansen
ALAN H. JOHANSEN (gw)
Staff Attorney

AHJ:gw

Enc.

P.S.S. ~~we~~ I CHECK THE W2 FORM WITH MY CHECK STUD AND FOUND ERRORS ON MY FEDERAL & STATE WITH ~~[illegible]~~ HOLDING TAX

Gene A. McLenithan

(STATE of OREGON)
(STATE HIWAY dept)

① GUY M WALLACE - 2 - 26 - 34 SS 512 32 2965

② Yes

③ I was working as a laborer I am a member of local 320 portland ~~the~~ the pay rate at the time was 3.35 per hour.

④ Plant trees and shrubs and anything that had to be done

⑤ - yes

(AB C D 6) I was paid for all strait time hours worked I was paid straight time for 2 saturdays that should have been time and 1/2 I reported it to the labor local 320 they should have the dates and time

RECEIVED
DEC 14 1966
RIGHT OF

Ⓓ (James I Farr)

⑦ yes

⑧ no
I have no records of my own except that I reported it to the union Local 320.

Guy M Wallace

Ex. C-4

FORM K-129

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

December 2, 1966

Guy Wallace
Route 1, Box 127B
Amity, Oregon

Re: Sprague's Inc.
10M-Sea
K# 6474
South Unit, Minnesota Freeway

Dear Sir:

This office is investigating some alleged irregularities in the payroll of Sprague's Incorporated of Lynnwood, Washington, relative to its contract with the Oregon State Highway Commission for roadside improvement on the Minnesota Freeway in Portland. In pursuance of this investigation I have set out certain questions below which I would appreciate having you answer in your own words and to the best of your ability. You may either answer on this letter itself or on a separate piece of paper, referencing your answers to the number of the question.

1. What is your full name, date of birth and social security number?

2. Were you employed by Sprague's Inc. on the South Minnesota landscape contract?

3. What was your job title? Rate of pay?

4. What were your duties?

5. Were you properly paid for all of your straight time hours?

   A. If not, how many hours were you underpaid?

   B. On what days were you shorted, and how many hours?

   C. What records or other evidence do you have to substantiate this claim, if any?

   D. Do you know of any other employees who were shorted, and if so, who?

6. Were you properly paid for all of your overtime hours?

   A. If not, how many hours were you underpaid?

   B. On what days were you shorted, and how many hours?

C. What records or other evidence do you have to substantiate this claim, if any?

D. Do you know of any other employees who were shorted, and if so, who?

7. Except as shown in questions 5 and 6 above, are you satisfied that you were paid the proper hourly rate of pay for your classification for both straight time and overtime?

8. Were you employed by Sprague's Inc. while they were operating as a subcontractor for Slate-Hall Construction Co. on the Siskiyou Summit project, near the California border?

A. If so, were you properly paid on that job?

B. If not properly paid, please answer questions 5 and 6, parts A through D with reference to Siskiyou Summit.

Any question which you do not answer will mean that as to that one question, you are satisfied and make no claim. If we do not receive a signed reply from you within 15 days from the date of this letter, our investigation will show that you are satisfied and are making no claim. It is possible that you might be called upon to testify to, and produce evidence in court, on any of the answers you make so please be as accurate as possible.

When you have completed answering the questions, please date and sign your reply and return it to us in the enclosed stamped, self-addressed envelope. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

Enc.

FORM E-80 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1966

SUBJECT: 10M-Sea
Sprague's Inc.

To: G. E. Rohde
Chief Counsel

OFFICE

This is a report to fill you in on what has been done in this investigation and what is yet to be completed. Various books and records which are identical with the "original" records from which Sprague's made up their payroll have been acquired from some of the foremen who worked with Sprague's on the Minnesota project. These records are now in the possession of Jim Carpenter of the Accounting Division.

In addition to these books and records, several persons have been interviewed relative to this investigation. They are Rodney Culp, Phil Gazur, Gary Swarz, James Rodgers and Mrs. Sprague, all of Sprague's Incorporated; William Maltby, Keith Samson, Cliff Madsen and one other inspector, name unknown, all of the Oregon State Highway Department; Mr. Thomas Sampson and Mr. Howard Peterson of the U. S. Bureau of Labor and Mr. Howard Sedgwick of the Bureau of Public Roads.

The results of these interviews would seem to indicate in the sum total, that there were definitely some improprieties in the wages paid the employees. Most of these persons would make fairly good witnesses for us. The problem involved is that in no case can any of the witnesses claiming back pay substantiate or document their allegations. This necessarily means that all documentation must come from the audit provided by our own Accounting Division. It would then seem that the method of our supporting any penalties would have to be based upon such documentary evidence as is provided by our Accounting Division and the rather broadly made generalities provided by the witnesses.

This week I drafted a form letter for Al Johansen's signature which is being sent to all of the substantial employees of Sprague's Inc. who worked on the South Unit-Minnesota project. Assuming that the response to these form letters follows the same pattern as the information received from prior witnesses, that is, that the employees were not properly paid, but they don't know when or by how much, it would then seem obvious that we must assume that the audit provided by the Accounting Division is one hundred per cent accurate. It would also then seem that any violations of the Davis-Bacon Wage Act or the Wage Hour Act were made in a good faith belief that they were legitimate business decisions and not attempts to cheat any employees out of wages or to circumvent Federal law.

Ex. D

The wage infractions such as have been encountered are in my opinion probably no different or more severe than would be uncovered in any such investigation of any contractor. It would seem that while it appears clear that Sprague's foremen should have been hourly rather than salaried workers, it is a matter subject to interpretation and the wrong interpretation would be more likely bad judgment than evidence of wrongdoing. The other instances of nonpayment of overtime can readily be explained by Sprague's lack of knowledge of the rather hypertechnical requirements of the law and included in our contract.

Notwithstanding the above and assuming that Sprague's Inc. deliberately violated the law and ignored the contract, I can unequivocally state that I would certainly hate to try and prove such a case in any court, since the evidence is not available.

I would, therefore, recommend that we insist that Sprague's Inc. provide evidence to show that they have made up all sums of money which our audit shows as being due to various employees and with their compliance with this, we then remit to them all other sums of money due. A factor which should here be considered is that due to the length of the investigation, Sprague's has already incurred a rather severe penalty in the loss of use of some rather large sums of money. Furthermore, I think it could be fairly assumed that were there to be levied a $10 a day liquidated damage penalty for each infraction, that Sprague's would contest the entire wage problem and regardless of the outcome, this would cost the State of Oregon and Bureau of Public Roads' budget far more money than they could hope to realize from the liquidated damages.

WILLIAM G. NOKES
Investigator

WGN:gw

RECEIVED
JAN 31 1967

FORM E-30X—50M—7-66

FOR FILING

(53)

SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1967

NOTED
R. L. PORTER

To: C. H. Maison
Controller

Building

SUBJECT: Spragues' Inc.
South Unit, Minnesota Freeway
Contract No. 6474

It appears from your audit, as summarized in your memorandum of December 5, 1966, that the possible amounts due to workmen on the above project, in addition to those for which payment was made as a result of the Bureau of Labor's investigation, amount to additional overtime payments of $385.32. You also computed the possible "day-violations" at 284 days which, at $10 per day violation, amounts to an additional $2,840. We assume that this latter computation includes violations, or possible violations, as to which the workmen involved have already received payment of the respective amounts due them through the efforts of the Bureau of Labor.

Our own investigation, including numerous interviews by Mr. Nokes, and questionnaires directed to some 72 workmen on this project, fails to disclose substantial evidence of any underpayments or violations in addition to those outlined above. As noted in our interdepartment letter of January 17, and your reply of January 20, 1967, the four men who, in response to our questionnaires, claimed additional overtime payments due them, were unable to produce any documentation or, in most instances, to even specify the dates, hours, or amounts of money involved. In each of these four instances, the certified payrolls and audit work papers in your possession wholly fail to support the claim.

Mr. Nokes, who conducted most of the Legal Division's investigation of this matter, concluded that the wage infractions which occurred were more likely the result of wrong interpretation or poor judgment, rather than of delibberate wrongdoing. He points out that Spragues' management may have suffered from a "lack of knowledge of the rather hypertechnical requirements of the law and included in our contract." He also expressed the opinion that if $10 per day liquidated damages are assessed for each infraction, Spragues' will contest the entire wage problem which would, regardless of the eventual outcome, cost the state and the United States far more than could be realized from the liquidated damages. We are aware of no basis for questioning his conclusions in this regard. Accordingly, the Bureau may conclude it to be appropriate to waive part or all of the $10 per day liquidated damages.

We will advise the Bureau of Public Roads of the results of this Department's investigation (by both the Accounting and Legal Divisions) and request their instructions on further steps.

Meanwhile, since it appears that the additional amount due from the contractor can in no event exceed $385.32 overtime payments due to the workmen involved, possibly with interest, plus $2,840 maximum day violations, for a total of $3,225.32 (possibly plus interest on the overtime payments due), we recommend that you retain $3,300, and release to the contractor all retained funds in excess of that amount.

With the exception of a few hours due one man (1½ hours overtime to Benelly, week ending 11/14/64), the amounts due various workmen were earned during and after the week ending 11/21/64. To allow an adequate "cushion", we computed interest on the entire $385.32 from 11/21/64 until 4/21/67, at 6 per cent per annum which, according to our calculations, amounts to $55.87. This amount, added to $3,225.32, with the total rounded off to $3,300, should be sufficient to insure payment of all verifiable overtime claims, with interest, plus the maximum number of day violations which can be found to exist. Interest until 4/21/67 allows nearly three months from today, for the Bureau of Public Roads to reach a determination as to the amount, if any, which they feel should be assessed for day violations, and to otherwise close out this matter.

G. E. ROHDE
Chief Counsel

GER:AHJ:gw

cc: R. L. Porter
L. H. Young

JAN 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 7 1966
8220-734

FOR FILING

I-5-6(53)304

6474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 5, 1966
Salem, Oregon

SUBJECT: Audit of Spragues', Inc.
Contract 6474
South Unit of the Minnesota Freeway

To: MEMO TO THE FILE

The Accounting Division conducted an audit of the certified payrolls submitted by Spragues', Inc., on Contract No. 6474, for possible violations in the payment of overtime to their employes. Our audit included the examination of the original records on file in the company's office in Lynnwood, Washington, as well as the certified payrolls submitted by Spragues', Inc., in support of the payments on the contract. In addition, we obtained copies of the Bureau of Labor's findings in regard to the investigation they conducted on Spragues', Inc. The Bureau of Labor cited Spragues', Inc., $7,632.72 under the Wage and Hour Law for unpaid overtime. Of this amount, Spragues', Inc., paid $4,794.69 to their employes (This settlement was the net payment after payroll deductions). The Bureau of Labor's citation was taken into consideration in computing the additional amount due Spragues', Inc., employes for overtime.

Our findings are based on the assumption that all of Spragues', Inc., employes working on this project were eligible for overtime payments. Mrs. Sprague of Spragues', Inc., contends the foremen on this project were not working foremen and, therefore, were not subject to the law. The Legal Division has conducted an investigation on this matter, and it has been mutually agreed they would make the final determination if the foremen were subject to the law.

The results of our audit findings were as follows:

Computed additional amount due employes for the underpayment of overtime on Contract No. 6474:	$385.32
The possible day violations for the computation of penalties on Contract No. 6474:	284 days

The reasons that Mrs. Sprague gave for not paying overtime to their employes were as follows:

1. They did not pay overtime for travel time.

NOTED
F.B.MABOE

2. They deducted the amounts paid for holidays.

3. They did not pay overtime for shop and home office work.

4. They felt that not all of the hours worked were involved in interstate commerce and would not be subject to the law.

A copy of the audit work papers supporting our findings have been turned over to the Legal Division for their review and determination of what further action is required.

C. H. Maison

C. H. Maison

CHM:rs

cc: R.L. Porter
F.B. Klaboe
George Rohde
F.D. Morgan
L.H. Young
Bureau of Public Roads

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DEC 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 6 - 1966

SP*6229-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 2, 1966
Salem, Oregon

NOTED
R L PORTER

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 22, 1966, we received a memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Siskiyou Station Section. The Bureau stated a foreman for Spragues Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Spragues, Inc., had either been the prime contractor or sub-contractor on for the Oregon State Highway Department. These projects are as follows:

CONTRACT NO.	FA PROJECT NO.	JOB DESCRIPTION	PRIME CONTRACTOR	STATUS OF CONTRACT
6474	I-5-6(53)304	South Unit, Minnesota Freeway	Spragues, Inc.	Final
6755	I-5-5(11)283	Wilsonville Safety Rest Area	Warren Northwest	Active
6454	I-5-1(55)06	Wall Creek-Siskiyou Station	Slate Hall	Final
6372	I-80N-5(11)147	Willow Creek-Airport Road	Earl McNutt Co.	Final
6349	I-80N-4(14)139	E.Unit,Arlington Heppner Jct Inter	Rogers Const.	Final
6367	I-5-2(29)116	Roberts Mountain	Slate Hall	Final
6292	I-80N-5(8)145	Heppner Jct. Interchange	Rogers Const.	Final
6360	I-5-1(52)04	Siskiyou Station-Siskiyou Summit	Slate-Hall	Final
6241	I-5-1(40)009	S. Ashland Inter. Wall Creek	Peter Kiewit	Final
6671	I-80N-5(17)157	Airport Road-Irrigon Junction	Spragues, Inc.	Active
6340	I-5-1(51)18	12th Street-N.Ashland Interchange	Spragues, Inc.	Final
6531	I-5-3(66)155	Anlauf-Elkhead Road	Spragues, Inc.	Final

The Accounting Division has recently completed an audit of Contract No. 6474, South Unit, Minnesota Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. At this meeting, the Bureau stated they had received a copy of a teletype from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Station Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be required to conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6241 - Ashland-Wall Creek
Contract 6454 - WallCreek-Siskiyou Station
Contract 6360 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unit, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6671, Airport Road-Irrigon Junction, until this matter is settled.

CHMaison
C. H. Maison
Controller

CHM:rs

cc: ✓R.L. Porter
F.B. Klaboe
G.E. Rohde
L.H. Young
F.D. Morgan
Bureau of Public Roads

RECEIVED
DEC 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

June 1, 1966

To: John Bond

Re: Walcreek-Siskiyou Station
Contract 6454
Brown's Letter as follows:

On May 23rd, a Rodney Culp, foreman for Sprague's Inc., called me from Edmonds, Washington, and wanted to file an official complaint that he had not been paid for overtime worked on this contract. He advised me that the certified payrolls, as submitted by Sprague, were not correct, as they indicated the men had been paid overtime, when in fact they had not received compensation for it. He said the following listed men had also worked on this project and had not been paid for overtime:

Phil Gazur, 55525 - 190th Street, S.W., Lynwood, Washington
Gary Swartz, 20528 - 61st Place, West Lynwood, Washington
Fred Burrita, 2025 - 193rd Place, S.W., Lynwood, Washington
Lyle Lee, Route 1, Box 83-A, Yoncalla, Oregon

I advised Mr. Culp that I would pass the information to higher headquarters and would advise him of the outcome. He said something over $4,000 was involved in the under payments.

This is per our telephone conversation of May 23rd, 1966. Mr. Culp's address is 4831 - 164th, S.W., Edmonds, Washington.

Copy is being mailed.

(Signed)

Patterson

RECEIVED
OCT 18 1966
FOR FILING

[illegible]

6474

October 17, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6474 awarded to Spragues' Inc. of Washington for roadside improvement on the South Unit of the Minnesota Freeway Section of the Pacific Highway in Multnomah County was completed on July 31, 1965, and accepted by the Highway Commission on October 11, 1966.

Final payment in the amount of $17,939.85 will be released to the contractor after October 24, 1966. The total contract amount is $318,121.26 including $10,299.92 for work performed under force account. We are retaining $10,000 pending settlement of a wage dispute.

You have been advised previously that a claim has been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn
cc Spragues' Inc. of Washington
P.O. Box 458
Lynnwood, Washington

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 1 3 1966
FOR FILE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
Oct 11 8 00 AM '66
TOM McCALL
SECRETARY OF STATE

FILED
OCT 1 1 1966
TOM McCALL
SECRETARY OF STATE

[illegible]

Damage Claim #9218

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

NOTED ON CARD

[illegible]

RECEIVED
OCT 1 1 1966
OREGON
STATE HIGHWAY COMMISSION

[illegible]

IRRICON
IRRIGATION ENGINEERING CONTRACTING

18104 - 102nd NE
BOTHELL, WASHINGTON
HUnter 6-XXXXX

October 3, 1966

The Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

To: The State Highway Department State of Oregon

Notice is hereby given that the undersigned, Irricon, a division of Charles R. Walters Co. has a claim for labor, installing an underground sprinkler system, and materials consisting of pipe, fittings, valves and other related items of the system. All labor and materials were furnished by the undersigned.

The claim is in the amount of 6378.17 against the United Pacific Insurance Company, 415 SW 10th Avenue, Portland 5, Oregon. The work was done as a sub-contractor for Sprague's, Inc of Lynnwood, Washington on Contract No. 6474, for roadside improvement on the South Unit, Minnsota Freeway Section on the Pacific Highway in Multnomah County.

Irricon

R. R. Walters

RECEIVED
OCT 6 - 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 10 1966

FOR FILING

6474

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7, 1966

SUBJECT: Spragues', Inc.
Contract No. 6474

To: Memo to Files:

The final estimate on subject contract in the amount of $27,939.85 was processed to warrant stage on May 4, 1966. Before mailing the warrant to Spragues', Inc., information was received that certain employees of the contractor had made complaints to the U. S. Bureau of Labor as to the wages paid them. Bureau of Labor findings indicated violations in excess of $7,000.00 had occurred and the contractor has paid some $4,000.00 of this amount to employees concerned. A partial audit by our staff has upheld the findings of the Bureau of Labor.

A conference, called by our Chief Counsel, was held on September 27, 1966, at which the partial audit and the report of the legal investigator were discussed and considered. It was decided that the sum of $10,000.00 would be more than ample to cover all violations that may have occurred, said amount to be withheld from the final estimate until a comprehensive audit can be completed and the violations cleared by the contractor. The remainder of the $27,939.85 ($17,939.85) could be released. Mr. Rohde made this recommendation to Mr. Porter on September 28, 1966. Mr. Porter has given his verbal approval of this action.

The original final estimate processed on our claim No. 34042-65-66 and our warrant in the amount of $27,939.85 have been cancelled by our journal voucher No. 58641. A revised final estimate, retaining $10,000.00 pending settlement of wage dispute, is being processed.

NOTED
R L PORTER

C H Maison

C. H. Maison
Controller

CHM:jc

cc: R. L. Porter
G. E. Rohde
L. H. Young
Vern Skoog
Jack Sollis
William Nokes
Leland Backlund

RECEIVED
OCT 3 - 1966

FOR FILING

W. F.

FORM 2-60 10-59 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1966

SUBJECT: Spragues', Inc.
Contract No. 6474
10M-Sea

To: Mr. R. L. Porter
Deputy State Highway Engineer

BUILDING

Prior to processing the final estimate on the above construction contract, it came to the attention of the Department that certain of the contractor's employees had made complaint as to wages paid them. Information was also obtained that as a result of complaints made to the United States Bureau of Labor an investigation had been made by that agency resulting in a finding that wage violations had occurred. Bureau of Labor findings indicated violations amounting to over $7,000 of which the contractor had tendered some $4,000 in payment.

These violations were indicated to be such as would be covered under the Davis-Bacon Act which the State is charged to enforce by Bureau of Public Roads' regulations.

An investigation was initiated and a partial audit of the payroll records made by employees of the Legal and Accounting Divisions which indicates the violations did occur. Federal law and regulations require the assessing of damages in the amount of $10 per day per man.

There presently is held some $27,000 on the contract. The partial investigation and audit would indicate that the total amount of wage under payments and damages would be much less than that.

A conference was held September 27, 1966, attended by the below listed persons, at which conference the audits and reports were considered. It is the opinion of all concerned that the withholding of $10,000 would satisfactorily cover the violations that may have occurred and so recommend, said amount to be withheld until such time as a comprehensive audit can be completed and the violations cleared by the contractor. The remainder of the $27,000 could thus be released.

Your approval of the above recommendations is requested. If you agree, Mr. Maison should be so advised so he can make the appropriate payment.

G E Rohde

G. E. ROHDE
Chief Counsel

NOTED
F. B. KLABE

GER:hg
cc - C. H. Maison
Hill Young
Vern Skoog
Jack Sollis
William Nokes
James Carpenter
Leland Backlund

$
10,000

10/3/66 [illegible] Maison [illegible] on this date. They say [illegible] will [illegible] the state and on this basis I approved the request.
[illegible]

SEP 26 1966

FORM E-30X-1 50M 23500-734

6474

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 22, 1966

RECEIVED
SEP 23 1966
LEGAL & RIGHT OF WAY

SUBJECT: 10M-Sea
Contract No. 6474
Spragues', Inc.

To: C. H. Maison
Controller

Building

Mr. Jim Carpenter of your office has recently completed and given to our investigator, Bill Nokes, the results of a comparison between the original daily time books supplied to us by some ex-Spragues', Inc. employees and the certified payrolls submitted by that company itself.

As you know, we are at this time still holding in excess of $27,000, which is unpaid to Spragues', Inc. on this contract. This money is being withheld pending the outcome of an investigation into alleged wage irregularities. It is clear that an amount of money considerably less than the full $27,000 we now hold is involved in these wage discrepancies. It is our feeling that it is probable that the Highway Department should not withhold an amount of money, except such as is reasonable, to satisfy these wage claims. Therefore, we would request that you provide us with an estimate of the maximum amount of money which the Highway Department would be justified in withholding so that perhaps the balance can be released to the contractor.

G. E. ROHDE
Chief Counsel

GER:gw

NOTED
F. B. KLABOE

cc: F. B. Klaboe
Vern Skoog
William Nokes
Alan Johansen
James Carpenter

RECEIVED
SEP 23 1966

FORM E-30X—50M—2-66 SP*23500-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 21, 1966

SUBJECT: Status Report
ICM Sea
Spragues', Inc.

Porter

G. E. Rohde
To: Chief Counsel

NOTED
F. B. KLABOE

Office

As of this date, I have contacted three Highway Department inspectors on the Minnesota Freeway roadside improvement contract, our Resident Engineer on that project and two foremen for Spragues', Inc. I am presently awaiting the results of an audit by the Accounting Division of the Highway Department.

It appears that there are three separate areas of possible violations in this investigation. Number one is the issue of whether the foremen were supervisors or laborers. Number two is whether the employees were properly paid for all overtime which they worked, and number three is whether or not the certified payrolls were fraudulent.

Insofar as the foremen are concerned, there appears to be ample evidence that the foremen were in fact working foremen and thus, should have been paid hourly, with time and a half for overtime, rather than on a salary basis. At least insofar as two of the five foremen are involved, we will be able to substantiate with precision how much their underpayments in salaries were and the amount of liquidated damages which might be assessed.

Problem number two relates to whether or not the employees other than the foremen were properly paid for all overtime. It appears at this time to be largely incapable of proof. From the number of allegations made by people with whom I have discussed this problem, and the results of the Bureau of Labor's investigation, it appears that in all probability, the employees were not properly paid for all overtime. As of yet, however, I have uncovered no concrete evidence of this.

Problem number three is in regard to the certified payrolls. For a period of three to six weeks toward the end of Spragues' contract, the certified payrolls are definitely inaccurate. However, whether or not these inaccuracies rise to fraud or merely reflect carelessness is something that is not yet known with certainty. The Bureau of Labor's investigation indicates that the payrolls were knowingly submitted incorrectly. I have as yet not contacted the parties who are supposed to be able to provide such evidence. In this respect, if the payrolls were fraudulent, our position is one of satisfying our responsibility by turning over such information as we have to the United States Attorney's office. It then becomes their responsibility to pursue any possible criminal action.

Mrs. Sprague, who is in fact the general manager of Spragues', Inc., has contacted me by phone in a real frenzy. She sounds quite desperate to get the $27,000 retainage we are now holding. As soon as the Accounting Division completes its audit of the records, we will be able to come up with an approximate amount of money which may be involved in both salary underpayments and liquidated damages. When the results of this audit are received, I will apprise you of the situation and make a recommendation as to how much money we should withhold from the retainage, at which time it would be my recommendation that we release the balance so as to avoid paying any interest for withholding an unreasonable amount of money.

WILLIAM G. NOKES
Investigator

WGN:gv

cc: V. E. Skoog
Alan Johansen
F. B. Klaboe

R E [illegible]
[illegible] 2 [illegible]
OFFI
STATE H

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SEP 14 1966

FORM E-30X—50M—2-66 SP*23800-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1966

Porter

SUBJECT: Spragues, Inc.
Contract No. 6474
9M Sea

To: G. E. Rohde
Chief Counsel

NOTED
R L PORTER

Office

On the dates of August 30 and 31 and September 1, Vern Skoog, Howard Sedgewick of the Bureau of Public Roads and I were in Seattle in an attempt to ascertain the nature and extent of any violations of the Federal Wage and Hour Act or the Davis-Bacon Act as applied to this contract. This is a preliminary report on this trip.

We first talked to Mr. Thomas Sampson, investigator for the Bureau of Labor, in the office of Mr. Howard Peterson. Mr. Sampson indicated to us that he felt there had been violations of these acts, but that they would be extremely difficult to prove and probably were insubstantial. In short, he seemed to feel that we would be wasting our time trying to prove anything against Spragues', Inc., especially as far as any information which could be gleaned from Spragues' books. He provided us with the names of several witnesses with whom he had talked regarding this matter.

The following morning Mr. Skoog, Mr. Sedgewick and I talked with Mr. Rodney Culp, the original complainant to both the Highway Department and the Bureau of Labor. Mr. Culp appears to be a rather straightforward, sincere type of person who definitely feels that he has an axe to grind. He is presently starting his own landscaping business and to that extent is in business competition with Spragues', Inc. However, his original complaint came prior to his entering business for himself. He appears to be out to get Spragues', Inc. because of strong anomosity between himself and Mr. Holt, the general superintendent, and a prior stockholder. Mr. Culp provided us with some very definite allegations of various improprieties in both the methods of bookkeeping and in the amounts paid the employees. He alleged falsification of certified payrolls, underpayments, classifying laborers as foremen, improper wage rates, failure to post the notices required by the Davis-Bacon Act.

Next, we talked to Mrs. Walter Sprague, who is actually running Spragues,' Inc. Her husband appears to be more of a figurehead and public relations man for the company. Mrs. Sprague was unaware that we had already contacted Rodney Culp.

She, however, made it plain that she knew what Mr. Culp would tell us and she denied it rather specifically. She made available to us the records for which we then asked and further said that we could have access to them at any time in the future. She told us that with the possible exception of Gary Swartz, all of the foremen employed by the firm acted strictly in a supervisory capacity. She further maintained that the only reason they had paid the extra $4,000 to their employees at the behest of the Bureau of Labor was to avoid any type of legal complications. She asserted that the payments made to these employees were based not on any records, but rather on a percentage of claim basis. My impression of Mrs. Sprague is that she is an excellent businesswoman and that when doing business with her, she should be trusted to about the same extent as a starving lioness.

Since the statements made to us by Mr. Culp and Mrs. Sprague were at nearly direct odds, I decided to interview a third individual, Mr. Phillip Gazur. Mr. Gazur had also been a foreman for Spragues', Inc. and had a very large wage claim against them, about half of which was paid. Mr. Gazur's statements and information approximately substantiated that given us by Mr. Culp, except that Mr. Gazur said that he and his wife were personal friends of the Spragues, and he felt that the problems were the fault of Mr. Holt, the general superintendent, and not of the Spragues who are the owners.

In summary, it appears that we will be able to prove violations by Spragues', Inc. of the Wage and Hour Act in that their foremen were actually laborers and should have been paid on an hourly basis, including overtime, rather than a salary basis. As far as proving any further violations, it is unknown at this time whether any sufficient evidence can be found. There are at least 13 additional witnesses who must necessarily be interviewed prior to our making any definite monetary deductions from our retainage since at this time definite amounts are entirely unknown. It would appear that if the wage violations involved only the purported foremen, the amounts of money involved would not likely exceed $3,000 to $5,000, including liquidated damages. Mrs. Sprague at one time indicated that they would be willing to settle by paying the additional money claimed due by the Bureau of Labor if we would then give them the remaining retainage. I personally feel that she is trying to buy her way out.

There is, incidentally, some inconclusive evidence that some of the certified payrolls were fraudulent, which, of course, would be a criminal offense outside the jurisdiction of the Highway Department.

WILLIAM G. NOKES
Investigator

WGN:gw
cc: Jack Sollis
Vern Skoog
Fred Klaboe

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 14 1966
FOR FILING

Porter

FORM E-30X—50M—3-66 SP*23500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1, 1966

6474

NOTED
R. L. PORTER

SUBJECT: Wage Claims
Spragues, Incorporated
Contract No. 6474

To:

MEMO TO FILE

On Monday, August 29, 1966, a meeting was held in Mr. Rohde's office with the following people in attendance: Fred Klaboe, Assistant State Highway Engineer; Hill Young, Office Engineer; G. E. Rohde, Chief Counsel; Frank C. McKinney, Assistant Counsel, C. H. Maison, Controller; V. E. Skoog, Accounting Department; Ted Dec, Bureau of Public Roads; Leland Backlund, Bureau of Public Roads and Jack L. Sollis, Staff Attorney.

The meeting was called to discuss how much of the money we are withholding on the Sprague contract should be retained until our investigation of the possible wage claims is completed.

In the course of the meeting it was decided that a more thorough investigation and audit should be made, and Mr. Skoog and Mr. Nokes were to leave for Seattle on the 30th to continue the investigation. In the meantime, Mr. Klaboe authorized the retention of all monies that were withheld under this contract.

As soon as the next phase of the investigation is completed, a determination will be made at that time as to what amounts will be released and what further action the Highway Department or the Bureau of Public Roads will take with regard to these claims.

JACK L. SOLLIS
Staff Attorney

NOTED
F. B. KLABOE

JLS:gw

cc: Frank C. McKinney
F. B. Klaboe
Hill Young
G. E. Rohde
C. H. Maison
V. E. Skoog
Ted Dec
Leland Backlund

RECEIVED
SEP 2 1966
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
AUG 29 1966
FOR FILING

Salem, Oregon
August 29, 1966

South Unit, Minnesota Freeway
Contract No. 6474
Spragues' Inc.

MEMO TO THE FILES

A meeting was held this date in Mr. Rohde's office relating to violation of the Federal Wage and Hour Act involving overtime wages paid certain employees of the subject-named contractor.

Pursuant to Mr. Rohde's letter of June 20, 1966, we are withholding $27,939 final payment on this project pending resolution of the labor violations.

At today's meeting it was decided that the State Highway Department would send an auditor and investigator, Mr. Bill Nokes, and the Bureau would provide a member, for a team to go to Seattle to review reports and worksheets developed by the Bureau of Labor, as the same pertained to this claim.

After the review, an evaluation will be made as to the retainage the State should hold in protection of the State's interests. We will continue to hold the $27,939 until further determination is made.

L. H. Young
Office Engineer

LHY:ia

cc: F. B. Klaboe
G. E. Rohde
Jack Sollis
C. H. Maison

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JUN 22 1966
FOR FILING
FORM 2-20 1OM 7-64 SP*6220-734

I-5-6(53)304

6474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1966

SUBJECT: Contract No. 6474
Spragues' Inc., Contractor
South Unit of the
Minnesota Freeway
Roadside Improvement
Assignment No. 786

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

Building

The above assignment relates to a complaint and decision of the United States Bureau of Labor under Federal Wage and Hour Act involving overtime wages paid or due certain foremen on the above job. This matter is being actively pursued at the present time.

The problem has two aspects, one involves the fact that final payment in the amount of some $27,939 is presently being withheld on the contract. Due to the wage complaint, Mrs. Sprague, a representative of the contractor, has made a telephonic objection to the withholding of the final payment. According to information from her the total amount of the overtime wage claims upheld by the Bureau of Labor was in the neighborhood of $7,000. Also according to her statement a large part of the $7,000 involves overtime wages on other jobs by the contractor for private individuals.

We have also been in contact with Mr. Franklin, attorney for the contractor, whose office is in Seattle. We have requested him to obtain confirmation of the above facts for us by letter or copy of the decision of the Bureau of Labor. It is understood that the San Francisco office is handling the matter. At the present time we are awaiting this information from the Bureau of Labor before proceeding further or recommending any distribution of the $27,939 being retained.

We will keep in touch with you as this matter progresses.

G E Rohde
G. E. ROHDE
Chief Counsel

GER:hg

CC - Mr. Jack Sollis

REFERRED TO
Young
By Asst. State Hwy. Engr.
6-21-66

RECEIVED
JUN 21 1966
OFFICE
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

A

FORM E-135X 50M 9-64

RECEIVED
JUN 21 1966
FOR FILING

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-6(53)304

6474

May 26, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that the corrective work requested by your office was completed on May 19, 1966, on Contract No. 6474, South Unit Minnesota Freeway Section in Multnomah County, in connection with Federal-Aid Project No. I-5-6(53)304.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 6-1-66

Conditions Noted on Above Date:

Okay except for satisfactory solution
of labor compliance violation.

A. W. Parsons
Division Engineer

HAS:gh

By:
G. R. Brooks
District Engineer

R[illegible]
JUN [illegible] 1966
OFFICE OF
STATE [illegible]

RECEIVED
OCT 24 1966

STATE COPY

FORM E-123X 80M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

I-5-6(53)304

6474

May 26, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that the corrective work requested by your office was completed on May 19, 1966, on Contract No. 6474, South Unit Minnesota Freeway Section in Multnomah County, in connection with Federal-Aid Project No. I-5-6(53)304.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NOTED
F. B. KLABOE

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 10-17-66

Conditions Noted on Above Date:

A. W. Parsons
Division Engineer

Physical work is satisfactory; however, labor conditions of contract must be resolved prior to our final acceptance.

G. R. Brooks
District Engr, BPR

10-21-66
Ref'd to
Young

VG: ls
cc: Mr. H. S. Cox
JHG:

THIS MACHINE-DUPLICATED COPY REPLACES ORIGINAL TYPED COPY LOST IN THE MAIL

RECEIVED
MAY 5 - 1966
FOR FILING

Oregon State Highway Department
May 2, 1966

Accounting Division	(X)	Traffic Division	( )
Bridge Division	( )	Division Engineer No. (VI)	(X)
Construction Division	(X)	Maintenance Division (Seeding & Mulching Sec.)	( )

Project No. I-5-6(43)304, South Unit, Minnesota Freeway Section, Contract No. 6474, Prefix 626-1021, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by May 31, 1966 so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH: ls

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Minnesota Freeway

WEEK ENDING: April 16, 1966

SECTION PREFIX: 626-1022

HIGHWAY: Pacific

COUNTY: Multnomah

NAME OF JOB: S. Unit, Minnesota Freeway

KIND OF WORK: Roadside Improvement

CONTRACTOR: Sprague's Inc. of Wash.

CONTRACT NUMBER: 6474

FEDERAL AID PROJECT NUMBER: I-5-6(53)304

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: 10-14-64

ESTIMATED COMPLETION DATE: 3-30-66

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN

SUPERVISION

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS 383

WORK DAYS USED

CALENDAR DAYS USED 383

SPECIFIED COMPLETION DATE: 7-31-65

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION $ 394,772.78

EXCLUSIVE OF ENGINEERING: $ 366,700.05

ENGINEERING AUTHORIZATION $ 28,073.73

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING $ 342,332.48

ENGINEERING COST TO DATE $ 30,500.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100

ESTIMATED PERCENT OVERRUN UNDERRUN -6 %

PERCENT OF AUTHORIZATION 109 %

DATE PROJECT WAS COMPLETED: 7-31-66

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Rain			
TUESDAY	Cloudy			
WEDNESDAY	Fair			
THURSDAY	Cloudy			
FRIDAY	Fair-cloudy			
SATURDAY				

RECEIVED

BEN G[illegible]RD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project complete. Semi-final calculations submitted. Compiling inspection reports certifications and warantees for final report.

SIGNED William E. Maltby
Wm E. Maltby, Resident Engr.
LOCATION Portland, Ore.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
MAY 3 - 1966
FOR FILING

COMMISSIONERS
~~GLENN L. JACKSON, CHAIRMAN~~
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6474

COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 6, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that all work, including establishment period, was completed on April 6, 1966, on Contract No. 6474, South Unit, Minnesota Freeway Section, in Multnomah County, in connection with Federal-Aid Project No. I-5-6(53)304.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 4-15-66

NOTED
F.B.R. KLABOE

Conditions noted on above date:

Replace ivy around Sta 300;
uncover Bearberry, Stas 222-232;
replace Sherwood Red Azalea, Sta 182.

A. W. Parsons
Division Engineer

By: G. R. Brooks
G. R. Brooks
District Engineer

Ref'd to
Young
5-3-66

OFFICE
STATE [illegible]

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NOV 24 1965
FOR FILING

I [illegible]

6474

November 10, 1965

#13

Spragues' Inc. of Washington
P.O. Box 458
Lynnwood, Washington

Gentlemen:

The State Highway Commission at its meeting on November 4 considered your request for an extension of the specified completion date from June 30 to July 31, 1965, to complete Contract No. 6474 for roadside improvement on the Minnesota Freeway (South Unit) Section of the Pacific Highway in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc A. E. Johnson
Wm. Maltby
F. D. Morgan
L. H. Young
C. H. Malson
Bureau of Public Roads

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OCT 25 1965
FOR FILING

I-5-6(33)3-4

6474

October 25, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 13
November 4, 1965 Meeting

Gentlemen:

Spragues' Incorporated, contractor on the South Unit, Minnesota Freeway Section of the Pacific Highway in Multnomah County, Contract No. 6474, requests an extension of the specified completion date from June 30, 1965, to July 31, 1965. The contractor's request is based on a delay caused by the nonavailability of established plant materials from nursery stocks.

Some of the ground cover plants specified were developed from cuttings from established landscaping on state-owned property. The extreme weather during last winter froze many of these cuttings and those that survived were severely stunted requiring additional time for development. These delays required the contractor to do much of his planting after the completion date.

We recommend that the completion date be extended to July 31, 1965. This will eliminate all penalty. This is a Federal-aid Interstate project and we have Bureau of Public Roads concurrence.

This matter will be presented for your consideration at the November 4 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. E. Johnson

FBK:srb bg

E—320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June 30, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase of 30 additional days in the number of workdays ~~from~~ xxxxxx~~days to~~xxxxxxxx~~days~~, within which to complete our Contract No. 6474, without the assessment of liquidated damages. The said contract is described as follows: Roadside Improvement, South Unit, Minnesota Freeway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Waiting for specified plant material to become established.

Respectfully submitted,

SPRAGUES' INCORPORATED OF WASHINGTON
Contractor

By E. Fern Sprague
E. Fern Sprague, Secretary-Treasurer

CONSENT OF SURETY

Date June 30, 1965

We, UNITED PACIFIC INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Stanley S Martin
Attorney-in-fact

Johanna Strayer
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6474 Contractor Spragues' of Washington

Highway Pacific

Section South Unit, Minnesota Freeway

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be GRANTED. The reasons for such recommendation are as follows: Ground cover material not available because of severe winter. Additional time in nurseries required for proper development.

Recommended for Approval:

A V Benedict
~~Assistant~~ Division Engineer

John A. Bond /so
Construction Engineer or Bridge Engineer

F B Klaboe
~~Assistant~~ State Highway Engineer

Contract No. 6474

Project designation I-5-6(53)304
State-Federal

Date awarded July 14, 1964

Work started September 14, 1964

Per cent completed 96 July 20, 1965
Date

Completion Date June 30, 1965

Estimated Completion Date July 31, 1965

No. of Added ~~Work~~days Requested 30

State Printing 37829

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABDE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 15, 1965

In reply refer to: 08-35.DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

GR Brooks

By: G. R. Brooks
District Engineer

SUBJECT: Request for Time Extension
South Unit, Minnesota Freeway Section
Pacific Highway
Project No. I-5-6(53)304

In your letter of August 13, 1965 you request our concurrence in extending the completion date of the subject project from June 30, 1965 to July 31, 1965 due to delays resulting from the non-availability of established plant materials from nursery stocks.

NOTED

← Please see me

We have reviewed the contract documents for this project and find that the provisions of Article 1.8.6 of the Standard Specifications were superseded in their entirety by the provisions of the Supplemental General Provisions under the headings "Time for Completion of Work and Liquidated Damages" and "Increase in Time for Performance of Contract" which in turn are either deleted in their entirety or modified by the Special Provisions. The Special Provisions specify that the contractor will be relieved of paying liquidated damages for an equivalent number of days during which he was unable to work due to strike or strikes only; all other reasons for time extentions having been eliminated. ←

We feel, however, that the non-availability of established plant materials was beyond the control and without the fault of the contractor and that he was left with no alternative but to do much of his planting after the contract completion date because of the following reasons:

Morgan
Young
Rohde ✡

1. The contract specifications require that certain of the ground cover plants are to be State Hybrid Bearberry developed from the State's established landscaping.

2. Because of a limited demand for this plant, a minimum of cuttings were taken resulting in a limited available supply.

3. All the bearberry plants left in the nursery for spring planting were damaged or stunted by the extreme cold weather conditions during the winter.

(more)

copies Sent 10-20-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

4. In the spring planting season the landscape engineer recommended an increased establishment period in order to strengthen the plants for transplanting.

5. The substitution of other plants was not allowed because the landscape engineer felt planting of specified bearberry should be continued in order to maintain continuity of design.

6. No "stop work" orders were issued covering the period when State Hybrid Bearberry plants were not available to the contractor because of conflict with contract completion specifications.

We agree with the position taken by the State's landscape engineer that the damaged bearberry plants should remain in the nursery for added establishment time in order to insure adequate future growth after transplanting and that substitution of these plants should not be made. We further agree that an issuance of a "stop work" order would have been in conflict with the contract completion specifications.) ?

Since this delay in completion of the contract work was for the benefit of the State and without the fault of the contractor, it appears that no actual damage was sustained.

The fixed sum of liquidated damages provided for in the contract would in this case constitute a penalty to secure performance which could not be obtained because of State directive. We feel, as you do, that this decision was in the public interest.

For these reasons we concur with your request to extend the completion date of the subject project from June 30, 1965 to July 31, 1965.

RECEIVED
OCT 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 13 1965

FOR FILING

[illegible]

[illegible]

August 13, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
So. Unit, Minnesota Freeway
Section
Pacific Highway
Project No. I-5-6(53)304

Dear Mr. Parsons:

We have received from Spragues' Incorporated, contractor on the subject project, a request for an extension of the specified completion date from June 30, 1965, to July 31, 1965.

The contractor's request is based on a delay caused by the non-availability of established plant materials from nursery stocks.

Some of the ground cover plants for this contract were developed from the State's established landscaping. Certain specified growers were allowed to take cuttings of these plants to develop quantities required for the subject section. Extreme weather conditions during the winter froze many of these cuttings and those that survivied were stunted and required additional time in the nursery for development. Some deficiencies were made up by spring plantings which also required additional time for development. The Landscape Engineer approved leaving these plants in the nursery for further development and the addition of later plantings. These delays required the contractor to do much of his planting after the contract completion date. No "stop work" orders were given.

The contract was completed July 31, 1965. It is our recommendation that the completion date for this project be extended from June 30, 1965, to July 31, 1965. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
A. E. Johnson

DES:bjm bg

FORM E-30 90M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1965

SUBJECT: Extension of Time
So. Unit, Minnesota Freeway Section
Pacific Highway
Contract No. 6474

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a request from Spragues' Incorporated of Washington on the subject contract for an extension of the specified completion date from June 30, 1965 to July 31, 1965 without the assessment of liquidated damages.

The contractor's request is based on a delay caused by the non-availability of established plant materials from nursery stocks.

Some of the ground cover plants for this contract were developed from the State's established landscaping. Certain specified growers were allowed to take cuttings of these plants to develop quantities required for the subject section. Extreme weather conditions during the winter froze many of these cuttings and those that survived were stunted and required additional time in the nursery for development. Some deficiencies were made up by spring plantings which also required additional time for development. The Landscape Engineer approved leaving these plants in the nursery for further development and the addition of later plantings. These delays required the contractor to do much of his planting after the contract completion date. No "stop work" orders were given.

The contract was completed July 31, 1965, at which time 31 calendar days amounting to $4,340.00 in liquidated damages have accrued, based on the penalty rate of $140.00 per day. In view of the aforementioned circumstances, we recommend that the specified completion date be extended to July 31, 1965. This will eliminate all liquidated damages.

This matter has been discussed with the Bureau of Public Roads' Area Engineer, who agrees that while the reasons for granting this extension may be valid, he cannot concur in this request because of the Bureau's decision concerning time extensions

NOTED
F. B. KLABOE

on projects with specified completion dates in which the contract special provisions have deleted justifications for time extensions.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

DES:bjm
Attachments

cc: L. H. Young
A. E. Johnson

RECEIVED
AUG 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RICHARD D. NELSON
ATTORNEY AT LAW
OREGON BANK BUILDING
PORTLAND 4, OREGON
CAPITOL 2-9521

September 3, 1965

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query

Gentlemen:

Enclosed please find affidavit requesting a copy of contract and bond pursuant to ORS 279.515. As indicated in the affidavit, I represent C. L. Staab, dba Staab's Nursery, who supplied certain materials to Spragues, Inc., Lynwood, Washington, relative to Contract No. 6474, executed on or about July 14, 1964.

You may consider this letter an application for said contract and bond as per ORS 279.512.

Your cooperation and assistance is appreciated.

Very truly yours,

R D Nelson

Richard D. Nelson

RDN:mg
Encl.

Cer please handle
FQ

NOTED
FLOYD QUERY

RECEIVED
SEP 9 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

AFFIDAVIT PURSUANT TO ORS 279.515

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, RICHARD D. NELSON, being first duly sworn on oath, depose and say:

That I am an attorney at law, having been admitted to practice in the State of Oregon on September 2, 1952, and have offices in Room 720 of the Oregon Bank Building, Portland, Oregon.

That I have been retained by C. L. Staab, dba Staab's Nursery, 16540 N. E. Glisan Street, Portland 30, Oregon, to represent him relative to his claim for materials supplied to Spragues, Inc., P. O. Box 458, Lynwood, Washington. Said materials, I am informed and believe and therefore state, were supplied relative to the South Unit of the Minnesota Freeway Roadside Improvement under Contract No. 6474. That my client's claim amounts to $2,978.85, together with interest due thereon.

That I make this affidavit on behalf of the above-named client in order to secure a copy of the contract executed by and between Spragues, Inc., and the Oregon State Highway Commission and also to receive a copy of the bond in relation to said contract.

Richard D. Nelson

Subscribed and sworn to before me this 3d day of September, 1965.

Notary Public for Oregon
My Commission Expires: 1/1/66

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AUG 1 3 1965

FOR FILING

[illegible]

6474

August 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that all contract work, establishment period excepted, was completed on July 31, 1965, on Contract No. 6474, South Unit, Minnesota Freeway Section, in Multnomah County, in connection with Federal-Aid Project No. I-5-6(53)304.

The tree and shrub areas and west-side ground cover establishment period is May 18 to August 18, 1965. The east-side ground cover area establishment period is July 31 to September 15, 1965.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: H. S. Cox

VG:cd

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AUG 3 1965

FOR FILING
I-5-6(53)304
6474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1965

SUBJECT: South Unit, Minnesota Freeway
Landscaping Project

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

NOTED
F. B. KLABOE

Reference is made to your letter of July 22, 1965 regarding subject matter. Attached hereto is Mr. Mark Astrup's report of contractor's activities and Resident Engineer Maltby's efforts to speed up this work.

Mr. Astrup's report indicates that the contractor is not approaching this work with diligence. Resident Engineer Maltby is exerting pressure on the contractor to improve his work schedule. The report indicates that this pressure is producing results and that the project should be in a satisfactory condition in the immediate future.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc A. E. Johnson

RECEIVED
AUG 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-80X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1965

SUBJECT: Plant Establishment Period
South Unit, Minnesota Freeway
Roadside Improvement
Project I-5-6(53)304

To: Mr. F. D. Morgan
Construction Engineer
BUILDING

Pursuant to your request, an investigation of circumstances pertaining to the subject project was made July 27.

A discussion of the project was had with Resident Engineer Maltby and a visit to the project was made with Division Engineer Johnson and Assistant Division Engineer Benedict. I also discussed the project work with Rod Culp, the contractor's superintendent.

The appearance of the project has improved during the past week but is still unsatisfactory. There has been no lack of effort in the past of the Resident Engineer to correct this condition. Review of his letters to the Contractor (attached) dated March 17, May 30 (2), June 17 and July 8, plus continuous oral prodding, are sufficient to prove this point.

Project records disclose the following number of men working subsequent to the beginning of the "Plant Establishment Period".

Week Ending	Avg. No. Men	Supervision
May 22	6	1
May 29	6	1
June 5	7	1
June 12	10	2
June 19	8	1
June 26	8	1
July 3	3	1
July 10	3	1
July 17	25	1
July 24	23	1

On July 27, twelve men were working. The reduction from the previous week was due, in part at least, to inability of the superintendent to supervise the larger crew. There has been an unwarranted fluctuation in the number of men employed in relation to the work requirements. They have never caught up. The number of men working includes those watering and planting.

A detailed examination of the project disclosed that only a minority of the areas were unsatisfactory due to existing weeds. Others were considered fair, because large weeds and grass clumps existed and were going to seed, probably plants that were missed in the previous weeding. Over a considerable portion of the project the unsatisfactory condition was due to piles of dead weeds and plant flats along the curb and plant bands left on the slopes after the recent planting of ground covers.

Due to unforeseen circumstances, it was necessary to postpone planting of Kinnikinick until July. Therefore the contractor postponed weeding of slopes along the east side of the highway. He finally sprayed the slopes to kill all growth in late June. These were left for approximately three weeks before the majority were dead and before slope planting could begin. This procedure was followed with State consent as the only practical means of eradicating the weeds. He began pulling weeds on July 12 and planting immediately thereafter. This has continued to date and should be completed this week.

The problem has been the reluctance of the contractor to furnish sufficient labor and equipment to keep up with his contract responsibilities irregardless of verbal or written demands.

Mr. Culp advised that no company trucks were available as they were busy on other jobs. After their hauling agreement with our maintenance forces broke down, he obtained a rental truck last week and hauled off eleven truck loads. He stated the nurserymen were supposed to pick up their flats last Wednesday. None have, nor had he reminded them. He promised to call them that day. He also stated that within a week and a half he would have 5-6 men weeding in each block and working continuously to have the entire project ready for State acceptance on August 17, the end of the plant establishment period.

I am also advised by Resident Engineer Maltby that he is giving the contractor instructions to have all debris along the curbs cleaned up immediately. If the statements of the contractor's superintendent and the instructions of the resident engineer are complied with expeditiously the appearance of the project should be predominantly satisfactory by this weekend.

MH Astrup

Mark H. Astrup
Landscape Engineer

attach.

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 8, 1965

SPRAGUES' INCORPORATED
P. O. Box 458
Lynnwood, Washington

ATTENTION: Mr. Jim Holtz

RE: Irrigation System
Plant Maintenance
South Unit, Minnesota Freeway
Contract: 6474

Gentlemen:

This letter is confirming our conversation of July 6 regarding the weeding and maintenance of the planting areas and the necessary final adjustments to the irrigation system.

As stated to you and to Irricon, your subcontractor, we are insisting that this system be put in first-class order. This includes the following work:

1. Flush and test all lines.
2. Clean and flush all lawn sprinkler heads.
3. Arrange lawn heads so only "Turfio" models are adjacent to roadways.
4. Install missing drain valves.
5. Correct any existing line leaks, and any other adjustments to bring the system to first-class order.

Also, your present crew is not large enough to keep the plant areas free of weeds and properly irrigated as required by the contract. We are receiving numerous complaints about the weeds and care of the plants from the adjoining property owners. Your foreman has been so notified, as well as yourself. We are insisting that you clear all the planting areas of weeds and properly irrigate these areas. If arrangements to carry out this work are not made within the week, we will have our maintenance forces do this work at your expense as covered by the contract specifications.

Very truly yours,

William E Maltby

William E. Maltby
Resident Engineer

12 July
cc to Hunter

NOTED
E. A. [illegible]

WEM:sh

cc A. E. Johnson
Mark Astrup
Irricon

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

June 17, 1965

SPRAGUES INC.
P. O. Box 458
Lynnwood, Wash.

ATTENTION: Mr. Jim Holtz

Re: Plant Maintenance
S. Unit Minnesota Fwy.
Contract: 6474

Gentlemen:

We wish to acknowledge your letter of June 15, 1965. The added men on your maintenance crew have improved weed removal, but there still remains a great deal of maintenance work to bring the area to proper condition.

It is my understanding, that you plan to use a weed control spray on the easterly slopes and heavily weeded areas of the project. I recommend this be carried out as soon as possible, as we are receiving numerous complaints about the weed conditions in the area.

In answer to your question regarding bark mulch, I previously informed Mr. Culp that we did not intend on placing mulch on this area. However, this letter will act as formal notification. We can see no difference in the weed growth in this area over the other slopes on the project.

Very truly yours,

William E. Maltby
William E. Maltby
Resident Engineer

WEM:is

cc: Mr. A. E. Johnson
Mr. Mark Astrup

NOTED
E. A. MEOLA

M Astrup

FORM E-133

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

May 30, 1965

Spragues' Inc.
P.O. Box 458
Lynnwood , Washington

Re: Irrigation System
S. Unit, Minnesota Fwy.
Contract 6474

Gentlemen:

I have previously written you and your subcontractor Irricon and also have conferred with their representitive Mr. Malcham regarding competion of the irrigation system on this project. To date I have been unsuccessful in getting this work satisfactorily completed.

Therefore I am insisting that you proceed with the necessary steps to place this system in first class working order.

There have been over 100 initial spot repairs made on the system and your planting maintenance crews have made many additional repairs. At present they are unable to use sections of the system for the required watering of planting and shrub areas under establishment.

Considering the above information there is a possibility that another complete open trench visual inspection of certain sections of the system may become necessary before final acceptance of the project.

Please give this your immediate attention.

William E. Maltby
William E. Maltby
Resident Engineer

c.c. Irricon
A.E. Johnson
Mark Astrup
Don Shuler

2 June
Meola

FORM E-133

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 30, 1965

Spragues' Inc.
P.O. Box 458
Lynnwood, Washington

Re: Plant Area Maintenance
S. Unit, Minnesota Fwy.
Contract 6474

Gentlemen:

In setting the establishment period for the project it was anticipated that your forces would complete the required initial maintenance, weeding and cleanup in a relative short period. At this time they have completed less than one-half of the required work.

They have also been unable to water the shrub and line planting areas properly due to malfunctions and breaks in the irrigation system.

Would you please se that this work is properly carried out with the utmost speed.

William E. Maltby
William E. Maltby
Resident Engineer

c.c. A. E. Johnson
Mark Astrup
Don Schuler

1 June

Johnson: Pls. see

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan Street
Portland, Oregon 97213

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 17, 1965

SPRAGUES' INCORPORATED
P. O. Box 458
Lynnwood, Washington

RE: Plant Maintenance
Roadside Improvement
S. Unit, Minnesota Freeway
Contract: 6474

Gentlemen:

This letter is to confirm my conversations with your local superintendent regarding plant maintenance. Due to the recent dry weather, I have requested Mr. Culp to get water to the shrub and ground cover areas on this project. I have also instructed him to wet down thoroughly, before planting, all the existing plants stored on the project.

The water services are complete and active, so he can obtain water from the completed sections of the irrigation system.

Very truly yours,

William E. Maltby
William E. Maltby
Resident Engineer

WEM:sh

cc F. B. Klaboe
Mark Estrup
Don Shuler

RECEIVED
JUL 23 1965
FOR FILING

I-6-6(53)204

6479

Salem, Oregon 97310
July 22, 1965

South Unit, Minnesota
Freeway, Landscaping Project

Mr. F. D. Morgan
Construction Engineer
BUILDING

During my trip to Portland last Friday, I was very discouraged at the condition of landscaping work on this project. Many of the slopes were literally covered with weeds in full bloom and, while I did see several crews working, it did not appear to me that the proper procedures had been taken to eliminate the weeds prior to them going to seed.

I now have before me an Intermediate Construction Inspection Report prepared by the Bureau of Public Roads Engineer Schell in which he also makes severe criticisms of the maintenance performed on this project. He suggests we consider invoking Article 1.8 of Section 8 of the Standard Specifications.

Please have someone make an immediate investigation of the circumstances pertaining to this problem and advise me of your recommendations regarding this solution.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

Form PR-13A (Rev. 5-60) cc: OSHD (Klaboe)
Engles
Wash DC

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

mlg

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

Region No. 8	Report No. 9	County Multnomah	State Oregon
Date of inspection 7/7/65	Inspection made by H. A. Schell, Asso Engr		Project No. I-5-6(53)304

In company with
Messrs Maltby, Res Engr, OSHD; Baxter, ASE, Bryant, EPE

Quality of work	Progress of work	Time elapsed	Work completed	Est. compl. end of month
Unsatisfactory	See below	102 %	97 %	98 %

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

SOUTH UNIT, MINNESOTA FREEWAY
Landscaping

(1)	Irrigation	99% complete
	Tree planting	Complete
	Shrubs	Complete
	Ground cover	60%
	Lawn areas	97%

(2) Three men are weeding and 1 man is watering throughout the project.

(3) Linear measurements: The following linear measurements were taken on several of the plants:

Item measured	Measurement	Plan Requirement
Jeffrey Pine	4'	3' - 4'
Barberry	24"	24" - 30"
Cotoneaster	24"	15" - 18"
Engelmann Virginia Creeper	3 runners, approx 24"	3 runners, 18"

Much of the Firethorn throughout the project has died, apparently due to winter kill or improper planting. Some of the lawn areas show spotty growth and it is suggested that additional fertilizer and seed be placed in order to ensure proper lawn.

Maintenance: Several areas throughout the project need immediate

(more)

weeding. Weeds are about ready to go to seed and will contribute extensively to maintenance at future dates. The contractor apparently has been reluctant to place an adequate crew on the project to keep down the weed growth. At times he has placed a large crew on the project for maintenance, but has not kept this crew on the job until all plant maintenance was complete. To date he has a skeleton crew and weeds are growing faster than the maintenance crew is able to remove them. The Resident Engineer indicated that he will again make an attempt to have him adequately maintain his planting areas. The project is Unsatisfactory due to the improper landscape maintenance that has been performed. Because of the potential of excessive maintenance due to improper weeding by the contractor it is suggested that the State consider invoking Article 1.8 of Section 8 of the Standard Specifications.

Unavailability of some plants - Some of the State Hybrid Bearberry was not available to the contractor within this area. Apparently he was informed by some nursery people that they had the vines available, but they had included some stock to another contractor. The contractor has requested a time extension because of the unavailability of this vine, and the State has taken his request under advisement at this time.

RECEIVED
JUL 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 25 1965

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date APR 12 1965 By
Title Div. Engineer
U.S. Bureau of Public Roads

Project Name S. Unit, Minnesota Freeway (Roadside Impr.)
Date May 10, 1965
Contract No. 6474
Highway Pacific
Prefix 626-1021
County Multnomah
F. A. Project No. I-5-6(53)304
Contractor Spragues' Incorporated
Order No. 2
Address P. O. Box 458, Lynnwood, Washington

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

1. Remove and replace Virginia Creeper as directed by engineer.
2. Salvage and replant planting bed in Lombard Pedestrian Overcrossing construction area.
3. Adjust manhole in southeast quadrant of Lombard Interchange.

Location by station numbers:

1. Rt. and Lt. "L" 255-261
2. Rt. and Lt. "E-s" 196-

NOTED
F. B. [illegible]

Estimate of quantities and cost:

Labor	$400
Equipment	150
Materials	50
Total	$600

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") 1. A revision to planting design to realize better coverage of the adjacent retaining walls was made by the Landscape Engineer. This required respacing and transplanting of these plants. 2. Due to indefinite design layout and construction area required by the Lombard Ped. O'xing these plants were removed from the complete construction area and replanted upon completion of the Ped. O'xing. 3. Additional contouring of the lawn area in the southeast quadrant of the Lombard Interch.

(OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization $394,772.78
Present estimate of project cost, including $500.00 for work under this order $394,772.78
Expected under-run / over-run amount $0
Expected under-run / over-run per cent 0

Space to right of this line is for use of Salem Office

Submitted by: /s/ William E. Maltby
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict
Assistant Division Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~
~~Assistant State Highway Engineer or~~
Office Engineer.

State Printing

made it necessary to adjust a manhole located therein. Item 1 completed April 28, 1965; Item 2 completed May 5, 1965; Item 3 to be completed.

RECEIVED
MAY 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 28 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 21, 1965

Spragues' Incorporated of Washington
P. O. Box 458
Lynnwood, Washington 98036

Re: Time Extension
So. Unit, Minnesota Freeway Section
Pacific Highway
Contract No. 6474

Gentlemen:

Your request for a time extension submitted to Resident Engineer Maltby on December 2, 1964 has been referred to this office and has been carefully considered. Because there may be additional situations occurring on the project which should be considered in determining the justification of any time extension, and because the Special Provisions cover both suspension of work when wet weather creates unfavorable planting conditions and the validity of inclement weather as a reason for extension of the completion date, we feel it is best at this time to take no action on your request.

When the project is completed or has reached a stage where all factors influencing the progress of the work can be determined, we will give due consideration to another request for time extension and the reasons submitted as justification.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

DES:bjm

cc: L. P. Shaw
F. B. Klaboe
Mark Astrup
W. E. Maltby

NOTED
LLOYD P. SHAW

RECEIVED
FEB 19 1965
FOR FILING

6474

NOTE LLOYD P. SHAW

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Roadside Improvement Project S. Unit, Minnesota Freeway
Date: 1-19-1965, 19
Highway: [illegible]
Contract No. 6474
Prefix: 626-1021
County: Multnomah
F. A. Project No. I-5-6(53)304
Contractor: Spragues' Inc. of Washington
Order No. 1
Address: P. O. Box 458, Seattle, Washington

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

(1) Reshape, regrade and repair slopes and island areas throughout the project as required. (2) Install jute matting on freeway slopes Lt. & Rt. 'L' 263-285 and 'L' 263-267 and Rt. (LS' 225-228. (3) Replace plants as damaged by slope washout and erosion.

Maximum rental rates as covered by AGC agreement.
Percentage allowed contractor is in accordance with the executed contract for this project.

Location by station numbers:

Throughout the project or as noted.

Estimate of quantities and cost:

Labor	$5000.00
Equipment	3000.00
Materials	4000.00
Total	$12000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Heavy rains coupled with rapid snow runoff from storm and flood period of Dec.20 to Dec. 31,1964 created extremely heavy concentrations of surface and subsurface water runoff which caused washing, sliding, and erosion damaged to topsoiled freeway slopes and island areas throughout this project. The slopes will be reworked, reshaped, and dressed to grade and line with topsoil added to areas of extreme wash or slides. Jute matting will be placed on the regraded slopes which

(OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer, and one to the resident engineer.

Project authorization	$394,772.73
Present estimate of project cost, including $2,000.00 for work under this order	$394,416.08
Expected under-run over-run amount	$ 0
Expected under-run over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ William E. Maltby
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ A. V. Benedict
Division Engineer

Approved: /s/ L. H. Young
~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer~~ or Office Engineer.

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Copy to Young
2-19-65

are steep and susceptible to erosion action as indicated above. Planting areas damaged by erosion will be reworked to proper grade. Plants damaged by erosion and washout will be replaced where salvage is not possible.

RECEIVED
MAR 30 1965

Form A-105—5M

~~FOR FILING~~

6474

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Gro Date NOV 4 1964 By
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 2

Project Name Roadside Improvement South Unit, Minnesota Freeway ✓ Date December 7, 1964

NOTED LLOYD P. SHAW

Highway Pacific ✓ Contract No. 6474 ✓ F. A. Project No. [illegible]5-6(53)304 P

County Multnomah ✓ Prefix 626-1021 ✓ Account No. 279 ✓ 02

Description of Work To Be Done:

Furnish water to service irrigation system. Water to be supplied by City of Portland.

Approved in the PS&E 6/19/64

Location by Station Numbers:

Throughout Project.

Estimate of Quantities and Costs:

Water Service --- $1,750.00 ✓

Explanation: To furnish contractor water for irrigation system to be used in planting and establishing periods on the subject project as covered by special provisions. Funds for this order were included in the project authorization. Services activated November 4, 5 and 19, 1964.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$394,772.78	✓
Present estimate of project cost, including $1,750.00 ✓ for work under this order	$382,416.35	
Expected under-run ~~overrun~~ (amount)	$12,356.43	
Expected under-run ~~overrun~~ (per cent)	3.1%	

Submitted by: William E Maltby
W. E. Maltby
Resident Engineer

Approval Recommended:
asst Construction Engineer or Bridge Engineer

Approval Recommended:
Assistant Division Engineer

Approved:
Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Copy to Young 3-30-65 2-acct.

RECEIVED
MAR 30 1965
FOR FILING

Form A-105-5M

6494

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required. P
Date ~~NOV~~ By [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 3

NOTED
LLOYD B. SHAW

Project Name: Roadside Improvement South Unit, Minnesota Freeway ✓

Date: December 7, 1964

Highway: Pacific ✓

Contract No. 6474 ✓

F. A. Project No. I-5-6(53)30 ✓ P

County: Multnomah ✓

Prefix 626-1021 ✓

Account No. 279-03

6.41

Description of Work To Be Done:

Furnish electrical power to activate irrigation controller systems. Power to be supplied by Portland General Electric Company.

Approved in PS&E 6/19/64

Location by Station Numbers:

Throughout project.

Estimate of Quantities and Costs:

Power service — $500.00 ✓

Explanation: This order to cover cost of furnishing power supply to electric controllers for irrigation system. Order to cover construction and establishment periods as covered by contract provisions. Funds for this item were included in contract authorization. Service put in operation November 18 and 19, 1964.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$394,772.78
Present estimate of project cost, including $500.00 for work under this order	$382,416.35
Expected under-run over-run (amount)	$12,356.43
Expected under-run over-run (per cent)	3.1%

Space to right of this line is for use of Salem Office ✓

Submitted by: William E. Maltby
W. E. Maltby, Resident Engineer

Approval Recommended: A. Benedict
Assistant Division Engineer

Approval Recommended: [illegible]
asst Construction Engineer or Bridge Engineer

Approved: [illegible]
~~Deputy State Highway Engineer,~~ Assistant ~~State Highway Engineer or~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Copy To Young 3-30-65

2 - acct

RECEIVED
SEP 2 1 1964
FOR FILING

3 4

477 Cottage Street, N.E.
Salem, Oregon - 97301

September 15, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-6(53)304
Meter Installation
South Unit Minnesota Freeway Roadside Improvement Project

We hereby approve the estimated cost of meter installation on the above project for $8,934.21.

Your letter of September 10, 1964, and the plans, indicated that this work is to be performed by the City of Portland Water Bureau. These meter connections were originally approved on June 19, 1964 in the P. S. & E. authorization in the amount of $5,500.00 pending a detailed estimate.

This work is actually a utility installation and therefore the submitted Order for State Force Work is not necessary and all but one copy are returned herewith.

Attachments

RECEIVED
SEP 1 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
with attach
9-21-64

NOTED
LLOYD F. SHAW

RECEIVED
SEP 11 1964

FOR FILING

September [illegible], 1964

Mr. [illegible] Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 230 covering water meters on the South Unit, Minnesota Freeway (Roadside Improvement) Section of the Pacific Highway in Multnomah County, Contract No. 6474 in connection with Federal-Aid Project No. I-5-6(53)304.

It is necessary to furnish and install water meters as specified in the plans for this contract. The work is to be done by the City of Portland Water Bureau.

The total amount of the order is $8,934.21 with Federal Participation of $8,045.77

Your approval of the order under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
AUG 11 1964

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
8-36

PROJECT REPORT NO.
[illegible] (5) [illegible]

6974

PR-2
2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE: Oregon
COUNTY: Multnomah
PROJECT NO.: I-5-6(53)304

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary ~~of Commerce and, (3) the~~ policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI
I-5 N. Columbia Blvd. S. 2.4 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-19-64	2.437
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 386,000.00	$ 355,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By Lloyd D. [illegible]
Assistant State Highway Engineer
(Title)
By ____________
(Title)
By ____________
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Manager
Date executed by Division Engineer: August 7, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8908-P64

Oregon State Highway Department

Federal Aid
Project No. I-5-6(53)304

SOUTH UNIT MINNESOTA FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1964

Type Code Y005
Roadside Improvement (Sta. 174+38.25 to Sta. 303+00) (Contract 6474)

Felling and Grubbing Trees	All	Required		$ 3,200.00
Furnishing and Placing Topsoil	4,970	cu. yds.	$ 2.00	9,940.00
Furnishing and Planting Dedicuous Trees	640	only	16.08	10,291.20
Furnishing and Planting Evergreen Conifers	4,930	only	7.11	35,052.30
Furnishing and Planting Evergreen Broadleaf Shrubs	18,930	only	3.64	68,905.20
Furnishing and Planting Deciduous Shrubs	6,460	only	2.53	16,343.80
Furnishing and Planting Bearberry	157,000	only	0.43	67,510.00
Furnishing and Planting Common Periwinkle	11,300	only	0.53	5,989.00
Furnishing and Planting St. Johnswort	10,560	only	0.35	3,696.00
Furnishing and Planting Ivy (Pots)	13,210	only	0.35	4,623.50
Furnishing and Planting Ivy (Gallon Cans)	1,600	only	2.57	4,112.00
Furnishing and Planting Virginia Creeper	440	only	1.60	704.00
Furnishing and Planting Winter Jasmine	85	only	3.99	339.15
Furnishing and Planting Salal	660	only	1.15	759.00
Lawn Construction	12	acres	1,024.00	12,288.00
Grass Seed, Creeping Red Fescue	1,230	lbs.	0.73	897.90
Grass Seed, Chewings Fescue	730	lbs.	0.73	532.90
Inorganic Fertilizer, 10-16-6	290	cwt.	6.67	1,934.30
Organic Fertilizer, 5-3-2	250	cwt.	4.80	1,200.00
Manure Fertilizer	700	cu. yds.	10.40	7,280.00
Mulch Material, Ground Bark	600	units	32.21	19,326.00
Mulch Material, Sawdust	1,350	units	12.37	16,699.50
1/2-inch Water Pipe	3,900	lin. ft.	0.45	1,755.00
3/4-inch Water Pipe	18,620	lin. ft.	0.46	8,565.20
1-inch Water Pipe	16,200	lin. ft.	0.48	7,776.00
1 1/4-inch Water Pipe	11,380	lin. ft.	0.52	5,917.60
1 1/2-inch Water Pipe	7,110	lin. ft.	0.55	3,910.50
2-inch Water Pipe	4,430	lin. ft.	0.64	2,835.20
2 1/2-inch Water Pipe	4,100	lin. ft.	0.74	3,034.00
1/2-inch Galvanized Steel Pipe	1,480	lin. ft.	0.51	754.80
3/4-inch Galvanized Steel Pipe	700	lin. ft.	0.54	378.00

1-inch Gate Valves	2 only	$ 9.57	$ 19.14
1 1/4-inch Gate Valves	8 only	12.43	99.44
1 1/2-inch Gate Valves	7 only	15.00	105.00
1-inch Automatic Section Control Valves	31 only	31.74	983.94
1 1/4-inch Automatic Section Control Valves	24 only	36.50	876.00
1 1/2-inch Automatic Section Control Valves	21 only	39.67	833.07
3/4-inch Quick-Coupling Hose Valves	430 only	3.17	1,363.10
1/2-inch Manual Drain Valves	310 only	2.21	685.10
2-inch Pressure Vacuum Breaker Assembly	5 only	249.00	1,245.00
Pop-up Rotary Sprinkler Heads	330 only	24.29	8,015.70
Shrubbery Sprinkler Heads	740 only	0.94	695.60
9-Section Automatic Sprinkler Controller	1 only	206.00	206.00
14- Section Automatic Sprinkler Controller	1 only	254.00	254.00
15- Section Automatic Sprinkler Controller	1 only	254.00	254.00
19- Section Automatic Sprinkler Controller	2 only	437.00	874.00
			$343,059.14

Flagging (50% of Contractor's Cost)	All Required	$ 100.00
Water Meters	All Required	5,500.00
Water	All Required	1,750.00
Electricity	All Required	500.00
		$ 7,850.00
	Subtotal	$350,909.14
	10% Engr. & Cont.	35,090.86
	Total	$386,000.00

Length of Project - - - - - - - - - - - - 2.437 Miles

Federal Funds -	$355,000.00
State Funds -	31,000.00
	$386,000.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(53)304

SOUTH UNIT, MINNESOTA FREEWAY SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 30, 1964

Type Code Y005
Roadside Improvement (Sta. 174+38.25 to Sta. 303+00)

Felling and Grubbing Trees	All	Required		$ 750.00
Furnishing and Placing Topsoil	4,970	cu. yds.	$ 3.00	14,910.00
Furnishing and Planting Deciduous Trees	640	only	7.00	4,480.00
Furnishing and Planting Evergreen Conifers	4,960	only	10.00	49,600.00
Furnishing and Planting Broadleaf Evergreen Shrubs	18,930	only	4.50	85,185.00
Furnishing and Planting Deciduous Shrubs	6,460	only	2.75	17,765.00
Furnishing and Planting Bearberry	157,000	only	0.50	78,500.00
Furnishing and Planting Common Periwinkle	11,300	only	0.50	5,650.00
Furnishing and Planting St. Johnswort	10,560	only	0.30	3,168.00
Furnishing and Planting Ivy (Pots)	13,210	only	0.30	3,963.00
Furnishing and Planting Ivy (Gallon Cans)	1,600	only	1.25	2,000.00
Furnishing and Planting Virginia Creeper	440	only	1.00	440.00
Furnishing and Planting Winter Jasmine	85	only	2.00	170.00
Furnishing and Planting Salal	660	only	1.25	825.00
Lawn Construction	12	acres	1,300.00	15,600.00
Grass Seed, Creeping Red Fescue	1,230	lbs.	0.70	861.00
Grass Seed, Chewings Fescue	730	lbs.	0.70	511.00
Inorganic Fertilizer, 10-16-8	290	cwt.	6.00	1,740.00
Organic Fertilizer, 5-3-2	250	cwt.	6.00	1,500.00
Manure Fertilizer	700	cu. yds.	5.00	3,500.00
Mulch Material, Ground Bark	600	units	25.00	15,000.00
Mulch Material, Sawdust	1,350	units	15.00	20,250.00
1/2-inch Water Pipe	3,900	lin. ft.	0.47	1,833.00
3/4-inch Water Pipe	18,620	lin. ft.	0.60	11,172.00
1-inch Water Pipe	16,200	lin. ft.	0.68	11,016.00
1-1/4-inch Water Pipe	11,380	lin. ft.	0.80	9,104.00
1-1/2-inch Water Pipe	7,110	lin. ft.	1.00	7,110.00
2-inch Water Pipe	4,430	lin. ft.	1.20	5,316.00
2-1/2-inch Water Pipe	4,100	lin. ft.	1.30	5,330.00
1/2-inch Galvanized Steel Pipe	1,480	lin. ft.	0.47	695.60
3/4-inch Galvanized Steel Pipe	700	lin. ft.	0.60	420.00

1-inch Gate Valves	2 only	$ 8.00	$ 16.00
1-1/4-inch Gate Valves	8 only	10.00	80.00
1-1/2-inch Gate Valves	7 only	12.00	84.00
1-inch Automatic Section Control Valves	31 only	25.00	775.00
1-1/4-inch Automatic Section Control Valves	24 only	30.00	720.00
1-1/2-inch Automatic Section Control Valves	21 only	40.00	840.00
3/4-inch Quick-Coupling Hose Valves	430 only	8.00	3,440.00
1/2-inch Manual Drain Valves	310 only	8.00	2,480.00
2-inch Pressure Vacuum Breaker Assembly	5 only	250.00	1,250.00
Pop-up Rotary Sprinkler Heads	330 only	24.00	7,920.00
Shrubbery Sprinkler Heads	740 only	2.00	1,480.00
9-Section Automatic Sprinkler Controller	1 only	600.00	600.00
14-Section Automatic Sprinkler Controller	1 only	750.00	750.00
15-Section Automatic Sprinkler Controller	1 only	750.00	750.00
19-Section Automatic Sprinkler Controller	2 only	850.00	1,700.00
			$401,249.60

Flagging (50% of Contractor's Cost)	All Required	$ 100.00
Water Meters	All Required	5,500.00
Water	All Required	1,750.00
Electricity	All Required	500.00
		$ 7,850.00

Subtotal	$409,099.60
10% Engr. & Cont.	40,909.40
Total	$450,009.00

Length of Project - - - - - - - - - - - 2.437 Miles

Federal Funds -	$414,000.00
State Funds -	36,009.00
	$450,009.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(53)304

SOUTH UNIT, MINNESOTA FREEWAY SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 16, 1964

Type Code Y005
Roadside Improvement (Sta. 174+38.25 to Sta. 303+00)

Felling and Grubbing Trees	All	Required		$ 750.00
Furnishing and Placing Topsoil	4,970	cu.yd.	$ 3.00	14,910.00
Furnishing and Planting Deciduous Trees	640	only	7.00	4,480.00
Furnishing and Planting Evergreen Conifers	4,960	only	10.00	49,600.00
Furnishing and Planting Evergreen Broadleaf Shrubs	18,930	only	4.50	85,185.00
Furnishing and Planting Deciduous Shrubs	6,460	only	2.75	17,765.00
Furnishing and Planting Bearberry	157,000	only	0.50	78,500.00
Furnishing and Planting Common Periwinkle	11,300	only	0.50	5,650.00
Furnishing and Planting St. Johnswort	10,560	only	0.30	3,168.00
Furnishing and Planting Ivy (Pots)	13,210	only	0.30	3,963.00
Furnishing and Planting Ivy (Gallon Cans)	1,600	only	1.25	2,000.00
Furnishing and Planting Virginia Creeper	440	only	1.00	440.00
Furnishing and Planting Winter Jasmine	85	only	2.00	170.00
Furnishing and Planting Salal	660	only	1.25	825.00
Lawn Construction	12	acre	1,300.00	15,600.00
Grass Seed, Creeping Red Fescue	1,230	lb.	0.70	861.00
Grass Seed, Chewings Fescue	730	lb.	0.70	511.00
Inorganic Fertilizer, 10-16-8	290	cwt.	6.00	1,740.00
Organic Fertilizer, 5-3-2	250	cwt.	6.00	1,500.00
Manure Fertilizer	700	cu.yd.	5.00	3,500.00
Mulch Material, Ground Bark	600	unit	25.00	15,000.00
Mulch Material, Sawdust	1,350	unit	15.00	20,250.00
1/2-inch Water Pipe	3,900	lin.ft.	0.47	1,833.00
3/4-inch Water Pipe	18,620	lin.ft.	0.60	11,172.00
1-inch Water Pipe	16,200	lin.ft.	0.68	11,016.00
1-1/4 inch Water Pipe	11,380	lin.ft.	0.80	9,104.00
1-1/2 inch Water Pipe	7,110	lin.ft.	1.00	7,110.00
2-inch Water Pipe	4,430	lin.ft.	1.20	5,316.00
2-1/2 inch Water Pipe	4,100	lin.ft.	1.30	5,330.00
1/2-inch Galvanized Steel Pipe	1,480	lin.ft.	0.47	695.60
3/4-inch Galvanized Steel Pipe	700	lin.ft.	0.60	420.00

1-inch Gate Valves	2 only	$ 8.00	$ 16.00
1-1/4 inch Gate Valves	8 only	10.00	80.00
1-1/2 inch Gate Valves	7 only	12.00	84.00
1-inch Automatic Section Control Valves	31 only	25.00	775.00
1-1/4 inch Automatic Section Control Valves	24 only	30.00	720.00
1-1/2 inch Automatic Section Control Valves	21 only	40.00	840.00
3/4-inch Quick-Coupling Hose Valves	430 only	8.00	3,440.00
1/2-inch Manual Drain Valves	310 only	8.00	2,480.00
2-inch Pressure Vacuum Breaker Assembly	5 only	950.00	4,750.00
Pop-up Rotary Sprinkler Heads	330 only	24.00	7,920.00
Shrubbery Sprinkler Heads	740 only	2.00	1,480.00
9-Section Automatic Sprinkler Controller	1 only	600.00	600.00
14-Section Automatic Sprinkler Controller	1 only	750.00	750.00
15-Section Automatic Sprinkler Controller	1 only	750.00	750.00
19-Section Automatic Sprinkler Controller	2 only	850.00	1,700.00
			$404,749.60

Flagging (50% of Contractor's Cost)	All Required	$ 100.00
Water Meters	All Required	5,500.00
Water	All Required	1,750.00
Electricity	All Required	500.00
		$ 7,850.00

Subtotal	$412,599.60
10% Engr. & Cont.	41,259.40
Total	$453,859.00

Length of Project - - - - 2.437 Miles

Federal Funds -	$417,000.00
State Funds -	36,859.00
	$453,859.00

RECEIVED
JUL 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 16, 1964

[illegible] Inc., of Washington
P. O. Box 418
Lynnwood
Washington

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6174 for the following project:

Roadside Improvement on the South Unit of the Minnesota Freeway Section of Pacific Highway in Multnomah County.

This award was based on your low bid of $113,087.14 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
JUL 20 1964

FOR FILING

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

July 14, 1964

Original signed by
T. Dec
Eng. Coordinator

08-35.2-0

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-6(53)304
South Unit, Minnesota Freeway Section
Roadside Improvement

As requested in Mr. Nash's letter of today advising that all rights of way and access rights with the exception of those listed for certain utilities have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6474 to Spragues' Incorporated of Lynnwood, Washington, low bidder in the amount of $343,059.14 at the July 13, 1964 bid opening.

Our June 19, 1964 memorandum authorizing advertising indicated that no utility adjustments are involved and that you were investigating all existing utility easements. Permits or other documents eliminating access rights should be issued for the above mentioned exceptions as soon as possible. The project will not be accepted as complete until such time when full control of access is obtained.

NOTED
LLOYD P. SHAW

original To Young
7-20-64

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JUL 20 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 7, 1964

Subject: Oregon Project I-5-6(53)304
S. Unit, Minnesota Fwy. Section
Roadside Improvement

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
466 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Reference is made to the last two paragraphs of your letter of June 19, reference: 08-35.2-DA.

The penultimate paragraph refers to the "Manufacturer's Warranty" clause of our specification. The Landscape Section has on file copies of Febco, Toro, Aqua-dial and Rainbird catalogs, all listing a manufacturer's warranty of their products. Normally this is one year. Although extra copies of these catalogs are not available, our copies are available for your inspection at any time.

With reference to the plantings to the left of Station 277, we have checked and find the plantings extend only to the right-of-way line as shown on sheet No. 17. The fence location corresponds to the access control line. This is not unsatisfactory in this instance. Consequently, in consonance with the wording of the third paragraph of the subject letter, all plantings in this location qualify for Federal participation.

Very truly yours,

F. D. Morgan
Construction Engineer

cc: L. P. Shaw ✓
L. H. Young
M. H. Astrup

RECEIVED
[illegible] 1 [illegible]

FOR FILING

[illegible]

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

June 19, 1964

Original signed by
G. R. Brooks
Dist. Engineer

08-35.2-DA

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks, District Engineer

Oregon Project I-5-6(53)304
South Unit, Minnesota Freeway Section
Roadside Improvement

P. S. & E. documents for the subject project have been reviewed and are hereby approved, subject to any changes that are felt necessary following a complete review. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired for occupancy and contractor's use, with relocation advisory assistance provided, and further that control of access rights have been acquired with the possible exception of those involved with utilities, as indicated in Mr. Moehring's June 18, 1964 letter, except we find some discrepancy in the location of fence lines and possibly right-of-way when comparing the plans and field conditions for grading (project I-5-6(36)304), paving (project I-5-6(53)304), and this roadside improvement project. Some of the major areas in question are listed below. This list does not include minor variations.

Right	Station	187
Alley Right	Stations	204-216 (only 135' R/W from ℄)
Right	Stations	224-228
Left	Station	226

We encourage your adhering closely to AASHO policy of "continuous line fencing" but the fence locations should be indicated correctly on the plans. We have no objection to your planting outside the fence line provided complete assurance can be given that all such areas are completely under Interstate Highway control and that such land use will be restricted to Interstate Highway needs. Under these guides as developed on your submitted plans, the highway esthetics can be carefully incorporated to the best advantage of both the motorist and the abutting property.

Mr. Young's June 17, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

(more)

original To Young
with attach
cc Astrup
7-1-64

NOTED
LLOYD P. SHAW

Your June 15, 1964 status of preparatory work for utility adjustments indicates that no utilities are involved, but that you are checking all existing utility easements on this section. Certification concerning such access rights should be furnished prior to our concurrence in award in accordance with subparagraph 9d of PPM 21-6.3.

A further review of your specifications indicates that planting could be held up until the 1965 spring season. We approve of this procedure as good administration for landscape; however, much erosion has occurred during the previous winter season and there is no provision to safeguard against this possibility if planting and mulching is not completed this year. We therefore do not intend to participate in any further erosion control or replacement of topsoil unless you indicate some precautionary measures have been taken either on this or previous projects prior to the winter rains.

Approval of the "Manufacturer's Warranty" clause in your specifications for automatic sprinkler controllers and control valves is given subject to your furnishing satisfactory proof that this is standard industry practice.

We also note that left of Station 277 there is an area designed for planting which is outside of the right-of-way line. The plantings in this area are nonparticipating (involves Common Periwinkle and European White Birch). These items should be so indicated in the agreement estimate when submitted.

Attachment

31-8314 Elgin Rock Prod. Proj., Wallowa 1964
Lake & Weston-Elgin Hwys.
#6475

RECEIVED
DEC 24 1964

FOR FILING

6475

December 23, 1964

Fireman's Fund Insurance Company
3333 California Street
San Francisco, California

Gentlemen:

On December 3, 1964, we wrote to you concerning release of final payment on Contract No. 6475, awarded to Clarence Braden Construction Company for rock production on the Elgin Section of the Weston-Elgin and Wallowa Lake Highways in Union County.

Final payment on this contract is $1,546.00 and the total contract amount is $51,533.27. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Clarence Braden Const. Co.
22 West Alder Street
Walla Walla, Washington

Akers & Jones, Inc.
618 N. Main
Milton-Freewater, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
DEC 2 - 1964
FOR FILING
[illegible]

6475

November 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 28 on Contract No. 6475. The contract was with Clarence Braden Construction Co. and was for rock production on the Elgin Section of the Weston-Elgin and Wallowa Lake Highways in Union County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 30, 1964, and that you concur in this procedure at the Commission meeting on December 15.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

bbc

FINAL No. 15

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: November 13, 1964

SECTION: Elgin

SECTION PREFIX: 31-8314

HIGHWAY: Weston-Elgin & Wallowa Lake

COUNTY: Union

NAME OF JOB: Elgin

KIND OF WORK: Rock Production

CONTRACTOR: Clarence Braden Construction Co.

CONTRACT NUMBER: 6475

FEDERAL AID PROJECT NUMBER:

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: August 6, 1964

[illegible] COMPLETION DATE: October 28, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS: 60

WORK DAYS USED: 60

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 57,240.00

EXCLUSIVE OF ENGINEERING: $ 51,533.27

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 51,533.27

ESTIMATED PERCENT: [illegible] UNDERRUN 10 %

ENGINEERING AUTHORIZATION: $ 4,070.40

ENGINEERING COST TO DATE: $ 3,252.53

PERCENT OF AUTHORIZATION: 80 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 102 %

DATE PROJECT WAS COMPLETED: October 28, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
						102 %	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			25.60		
MILES PARTIALLY COMPLETED			25.60		
MILES COMPLETED			25.60		
TOTAL ESTIMATED QUANTITIES (CONTRACT)			12,000 CY.		
TOTAL QUANTITIES CORRECTED TO DATE			12,284.45 CY.		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			12,284.45 CY.		
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: None.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			NOTED JOHN R. OAKES
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The Division Engineer and The Resident Engineer inspected the quarry site for clean-up and accepted the job. Project is complete. Semi-Final estimate is completed.

SIGNED J C Hiatt

ADDRESS La Grande

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
NOV 2 - 1964
FOR FILING

6475

Salem, Oregon
October 30, 1964

Mr. F. D. Morgan
Construction Engineer
OFFICE

This is to advise you that work was completed on October 26, 1964, on Contract No. 6475, Elgin Section, in Union County.

We request that your office return a signed copy of this letter indicating acceptance of the contract work, or listing any conditions below which would prevent acceptance of the project by the Highway Commission. Estimated date for Third Notification is November 6, 1964.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date:____________________

Conditions noted on above date:

Construction Engineer

IBP:jb

FORM E-120

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH [illegible], MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

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JUL 17 1964
FOR FILING

647

July 16, 1964

Clarence Braden Const. Co.,
22 West Alder
Walla Walla
Washington

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. [illegible] for the following project:

Elgin Rock Production Project on the Wallowa Lake and Weston-Elgin Highways in Union County.

This award was based on your low bid of $50,880.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

34-1030 Cornell Road Interch. Sec., 1964
Sunset Hwy. (Grad., Pav., Struct.
#6476 & Hwy. Sign.)

RECEIVED
AUG 13 1965

FOR FILING

6476

August 13, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed June 9, 1965, on Contract No. 6476. The contract was with Roy L. Houck Sons' Corporation and was for grading, paving, structure and signing on the Cornell Road Interchange in Washington County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective August 12, 1965, and that you concur in this procedure at the Commission meeting on August 23.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. W. Rulien

bg

RECEIVED
AUG 16 1965

FOR FILING

[illegible]

6476

August 13, 1965

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6476 awarded to Roy L. Houck Sons' Corporation for grading, structure, paving, and signing on the Cornell Road Interchange Section of the Sunset Highway in Washington County, was completed on June 9, 1965, and accepted by the Highway Commission on August 12, 1965.

Final payment in the amount of $18,040.35 will be released to the contractor after August 20, 1965. The total contract amount is $349,266.03 including $1,143.34 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fhs
cc Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

A

RECEIVED
JUL 23 1965

FOR FILING

34-1030

6476

Salem, Oregon 97310
July 22, 1965

Cornell Road Interchange
Contract No. 6476

Mr. F. D. Morgan
Construction Engineer
BUILDING

I understand that this project has been completed for almost a month and a half and the Resident Engineer has not completed the semi-final estimate. This is definitely too long to wait for the semi-final on a project involving only about $400,000 of funds.

Please see to it that the semi-final is expedited and reaches here within the next week or so.

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

A

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: CORNELL ROAD INTERCHANGE

WEEK ENDING: July 17, 1965

SECTION PREFIX: 34 - 1118

HIGHWAY: Sunset

COUNTY: Washington

NAME OF JOB: CORNELL ROAD INTERCHANGE

KIND OF WORK: Grading, Paving, Structures & Signing

CONTRACTOR: Roy L. Houck Sons' Corporation

CONTRACT NUMBER: 6476

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: July 17, 1964

ESTIMATED COMPLETION DATE: June 9, 1965

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 337

CALENDAR DAYS USED: 331

SPECIFIED COMPLETION DATE: June 15, 1965

PERCENT OF TIME ELAPSED: 98.2

PROJECT AUTHORIZATION: $410,589.78

EXCLUSIVE OF ENGINEERING: $381,392.29

ENGINEERING AUTHORIZATION: $29,197.49

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $351,057.50

ENGINEERING COST TO DATE: $29,000

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 92

ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 8.0 %

PERCENT OF AUTHORIZATION: 99.3 %

DATE PROJECT WAS COMPLETED: 6-9-65

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	Signing	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.65	0.65			0.65
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.65	0.65			0.65
TOTAL ESTIMATED QUANTITIES (CONTRACT)	71,000	48,000			4,900
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	64,900	48,775			5,110
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	8910	RCBC						
PERCENT	100	100						

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair			
TUESDAY	Fair			
WEDNESDAY	Fair			
THURSDAY	Fair			
FRIDAY	Fair			BEN GIFFORD
SATURDAY				

CONSTRUCTION DIVISION
RECEIVED
JUL 19 1965

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

July SUNDAY 11	
MONDAY 12	
TUESDAY 13	
WEDNESDAY 14	
THURSDAY 15	
FRIDAY 16	
SATURDAY 17	

REMARKS

5

The project is complete. The semifinal estimate will be given to the Division Office the first part of next week. This is the last report.

cc: Bridge Dept.
Division
Files

SIGNED Paul E. Nelson LOCATION Beaverton, 97005
James W. Cochell

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JUL 31 1964

6416

July 30, 1964

Mr. A. N. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Completion Date
Cornelius Pass-Cornell Road Section
Sunset Highway
Project No. F-136(22)

Dear Sir:

When the specifications for the Cornelius Pass-Cornell Road grading and paving project were written, there was included in them a stipulation that grading at the site of the Cornell Road Interchange was to be completed by August 1, 1964. The interchange was to be let as a separate project, and the purpose of that stipulation was to eliminate conflicts between the two contractors.

The main grading job was awarded on June 5, 1964, to Houck. Then, on July 14, the interchange project was let to the same contractor. Thus, the need for the elimination of the conflict has ceased to exist, and the contractor has requested a waiver of this provision of the specifications. The contractor agrees to not use this waiver as a reason for requesting an extension of time, and further agrees that this waiver will not affect the completion dates of either contract, both of which are 'completion date' and not 'working day' jobs.

We recommend that the contractor's request be granted and request your concurrence in this recommendation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjm: ajw

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 28, 1964

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

SUBJECT: Completion Date
Cornelius Pass-Cornell Road Section
Sunset Highway
Contracts 6444 and 6476

When the specifications for the Cornelius Pass-Cornell Road grading and paving project were written, there was included in them a stipulation that grading at the site of the Cornell Road Interchange was to be completed by August 1, 1964. The interchange was to be left as a separate project, and the purpose of that stipulation was to eliminate conflicts between the two contractors.

The main grading job was awarded on June 5, 1964, to Houck. Then, on July 14, the Interchange project was let to the same contractor. Thus, the need for the elimination of the conflict has ceased to exist, and the contractor has requested a waiver of this provision of the specifications. The contractor agrees to not use this waiver as a reason for requesting an extension of time, and further agrees that this waiver will not affect the completion dates of either contract, both of which are "completion date" and not "workday count" jobs.

We recommend that the contractor's request be granted as requested. A rough draft to the BPR is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjm
Attachment

RECEIVED
JUL 29 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 17 1964
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 16, 1964

6476

Roy L. Houck Sons' Corp.,
P. O. Box 671
Salem
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6476 for the following project:

Grading-paving-1 structure-highway signs on the Cornell Road Interchange Section of Sunset Highway in Washington County.

This award was based on your low bid of $358,968.70 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

334-1715 Tualatin (Nyberg Rd. E.) Sec., 1964
City St. (Grad. & Pav.)
#6477

Sp. State Tax
Street Fund 125

SCA

OREGON STATE HIGHWAY DEPARTMENT Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6477 Prefix 334-1715 Survey Prefix 334-1422

Street East Nyberg Road

City Tualatin

Payments to Contractor	$9,871.89
Engineering and Contingencies..........................	1,701.65
Survey...	1,520.63
TOTAL.............	$13,094.17
Agreed State Share	13,094.17
Agreed City Share	$ - -
City Advance Deposit	$ - -

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY Washington		CONTRACT NO. 6477	ESTIMATE NO. 2 Final
HIGHWAY City Street		FEDERAL AID PROJECT NO. State	
SECTION Tualatin(Nyberg Rd. E.)			

NO.	ITEMS	UNITS	UNIT PRICE	QUANTITY TO DATE
001	DRAINAGE EXCAVATION UNCLASSIFIED	CU YDS	4.0000	✓ 12.720
002	GENERAL EXCAVATION UNCLASSIFIED	CU YDS	2.0000	✓ 632.000
003	12-INCH CULVERT PIPE	LIN FT	3.0000	✓ 144.000
004	EXTRA FOR PIPE UNDER PAVEMENT	LIN FT	5.0000	✓ 24.000
005	COARSE CRUSHED MATERIAL IN BASE	CU YDS	3.5500	✓ 724.000
006	3/4 IN-0 MATERIAL IN BASE	CU YDS	3.6500	✓ 335.000
007	SPRINKLING	M GALS	3.5000	✓ 17.000
[illegible]	CLASS B ASPHALTIC CONCRETE	TONS	7.4000	✓ 519.33
009	EXTRA FOR PAVING APPROACHES	ONLY	25.0000	✓ 5.000
601	LIQUIDATED DAMAGES	DAY	42.0000	✓ CR 1.000
801	FLAGGING			

DATE 11/23/64 6477	TOTAL CONTRACT ITEMS
PREVIOUS VOUCHER NO. 10917	0 % RETAINED ON CONTRACT ITEMS
CHECKED BY: AW hc	FORCE ACCOUNT
ENGINEER OR AUDITOR A. W. Bates	TOTAL PAYMENTS

	CONTRACT NO.	ESTIMATE NO.	PREFIX NO'S.
	6477	2 Final	334-1715-204(41) 471.13 Dr.
	FEDERAL AID PROJECT NO. State		

erg Rd. E.)

UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
CU YDS	4.0000 ✓	12.720 ✓	50.88	50.88	
CU YDS	2.0000 ✓	632.000 ✓	1,264.00	1,264.00	
LIN FT	3.0000 ✓	144.000 ✓	432.00	432.00	
LIN FT	5.0000 ✓	24.000 ✓	120.00	120.00	
CU YDS	3.5500 ✓	724.000 ✓	2,570.20	2,570.20	
CU YDS	3.6500 ✓	335.000 ✓	1,222.75	1,222.75	
M GALS	3.5000 ✓	17.000 ✓	59.50	59.50	
TONS	7.4000 ✓	519.385 ✓	3,843.45	3,843.45	
ONLY	25.0000 ✓	5.000 ✓	125.00	125.00	
DAY	42.0000 ✓	CR 1.000 ✓	42.00CR	42.00CR	CR
			226.11	226.11	

		AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
	TOTAL CONTRACT ITEMS	9,645.78 ✓	9,645.78 ✓	
0	% RETAINED ON CONTRACT ITEMS		471.13 ✓	471.13 ✓
	FORCE ACCOUNT	226.11 ✓	226.11 ✓	
	TOTAL PAYMENTS	9,871.89 ✓	9,400.76 ✓	471.13 ✓

@ 12-1-64

RECEIVED
DEC 3 - 1964
FOR FILING

6477

December 2, 1964

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

On November 24, 1964, we wrote to you concerning release of final payment on Contract No. 6477, awarded to Warren Northwest, Division of Warren Bros. Company, for grading and paving the Tualatin (Nyberg Road East) Section on a city street in Washington County.

Final payment on this contract is $471.13 and the total contract amount is $9,871.89, including $226.11 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Warren Northwest
Division of Warren Bros. Company
P. O. Box 7675
Portland 20, Oregon

Ward Cook-Rodgers Insurance Co., Inc.
603 Panama Building
Portland 4, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
NOV 23 1964
FOR FILING

6477

November 20, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 16 on Contract No. 6477. The contract was with Warren Northwest, a Division of Warren Bros. Company and was for grading and paving on the Tualatin (Nyberg Road East) City Street Section in Washington County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on November 24.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. E. Johnson

bbc

pcn
64

CITY OF TUALATIN
TUALATIN, OREGON

November 4, 1964

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
V. R. JONES

Oregon State Highway Department
P. O. Box 4727
Portland, Oregon 97202

Attention: Mr. Alfred W. Bates
Residential Engineer

Gentlemen:

At our regular meeting of this date, the City Council of the City of Tualatin voted to accept as satisfactorily completed the repairs done to Highway 212 (Nyberg Road) which were recently complated.

We wish to express our appreciation of your prompt action in making the further inspection which we requested and in preparing and tendering to us the written report of your conclusions.

Thank you for your courtesy and cooperation.

Sincerely yours,

Hugh R. McDonald

Hugh R. McDonald
MAYOR

HRM/ha

RECEIVED
NOV 10 1964
ENGINEER
COUNTY & CITY DIVISION

CONSTRUCTION DIVISION
RECEIVED
NOV 10 1964
[illegible]

RECEIVED
OCT 20 1964
FOR FILING
6477

Salem, Oregon
October 19, 1964

Increase in Project
Authorization

Mr. A. W. Bates
Resident Highway Engineer
P. O. Box 4727
Portland, Oregon 97202

This is to advise you that at its meeting of Oct. 9, 1964, the Highway Commission approved an increase of $1,805.79 in project authorization on Contract No. 6477, Tualatin (Nyberg Rd. E.) City Street Section in Washington County.

The new authorization for construction is $12,631.10. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

[redacted]

cc: Mr. A. E. Johnson

FORM E-1 (REV. 9-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: -

WEEK ENDING: Oct. 2, 1964

SECTION: Tualatin (Nyberg Road)

SECTION PREFIX: 334-1715

HIGHWAY: City Street

COUNTY: Washington

NAME OF JOB: Tualatin (Nyberg Road)

KIND OF WORK: Grading & Paving

CONTRACTOR: Warren Northwest a Division of Warren Bros. Co.

CONTRACT NUMBER: 6477

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: Sept. 3, 1964

ESTIMATED COMPLETION DATE: Completed Sept. 16, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: Sept. 15, 1964.

WORK DAYS USED: Not specified.

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 10,825.31

ENGINEERING AUTHORIZATION: $ 769.80

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 10,055.51

ENGINEERING COST TO DATE: $ 1,400.00

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 9,911.41

PERCENT OF AUTHORIZATION: 181.8 ~~XXX~~ %

ESTIMATED PERCENT: OVERRUN UNDERRUN 1.4 %

DATE PROJECT WAS COMPLETED: Sept. 16, 1964.

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	-	100	100	-	-

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.19	0.19			0.19
MILES PARTIALLY COMPLETED	-	-			-
MILES COMPLETED	0.19	0.19			0.19
TOTAL ESTIMATED QUANTITIES (CONTRACT)	480	890			560
TOTAL QUANTITIES CORRECTED TO DATE	630	1,049			519
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	630	1,049			519
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

No work. Final Report.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			WE
FRIDAY			5
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-Final Estimate is complete and will be submitted upon receipt of E.W.O. bills from Warren Northwest Co.

Final Report.

SIGNED Alfred M. Bates

ADDRESS Portland, 97202

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 2 3 1964
FOR FILING

September 23, 1964

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization on Contract No. 6477, the Tualatin city street grading and paving project in Washington County (Nyberg Road East), is anticipated. Warren Northwest, a division of Warren Brothers Company of Portland, is the contractor.

The original project authorization was $10,825.31. The present anticipated cost is $12,631.10, indicating an overrun of $1,805.79, or 16.7 per cent.

The major reasons for the overrun are an increase in the quantities for general excavation and coarse crushed base material involved in widening the roadbed and an increase in the quantities of asphaltic concrete due to change from stone to asphaltic concrete shoulders.

This request for an additional authorization will be presented to you at the October 9 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

DES:bjm bbc

RECEIVED
OCT 21 1964
FOR FILING

Form No. E-372—10M—7-55

OREGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name Tualatin (Nyberg Rd. E.) Date 9-10, 1964
Highway City Street Contract No. 6477
County Washington Kind of Work Grading & Paving Contractor Warren Northwest A Division of Warren Bros.
6477
Contract Amount $ 9,422.50

Expected over-runs and under-runs in contract items:

Major items, itemized:

		Unit	Quantity	Unit Price	Amount	
2.	General Excavation, Unclassified	Cu.Yd.	150	2.00	+$300.00	Overrun
5.	Coarse Crushed Mat'l in Base	Cu.Yd.	200	3.55	+$710.00	Overrun
8.	Class "B" Asphaltic Concrete	Ton	120	7.40	+$888.00	Overrun

Minor items, unitemized algebraic total		-$193.00 Underrun	
Subtotal	Overrun		$ 1,705.00
Approved work orders (Price, extra work and state force orders)			$ 200.00

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

Minor items, unitemized algebraic total	Underrun	$100.00	
Subtotal	Underrun		$ 100.00
Authorization for engineering			$ 769.80
Expected over-run or under-run of engineering authorization	Overrun		$ 128.40
Costs not included above (explain)			$ —
Allowance for future contingencies (90 % of work remaining)			$ 505.40
Credits to come from transfers and deductions			$ —
Present estimate of project cost			$ 12,631.10

Brief Statement of principal causes of over-run: All areas were not computed on location and paved shoulders were added to the job without quantities being added.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 10,825.31
Present estimate of project cost	$ 12,631.10
Expected over-run (Amount)	$ 1,805.79
Expected over-run (per cent)	16.7%

Space to right of this line is for use of Salem office.

Submitted by: Alfred M. Baty
Resident Engineer

Confirmed by: F. T. Keasey
Division Engineer

Noted by:
Construction or Bridge Engineer

Noted by: Lloyd P. Shaw
Deputy or Assistant State Highway Engineer

State Printing 86719

1964 Spca

July 27, 1964

NOTED
H. S. COX

NOTED
R. M. ALLISO

Mrs. Ruth A. McReynolds
City Recorder
City Hall
Tualatin, Oregon

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

Dear Mrs. McReynolds:

On July 13, 1964, the State Highway Commission opened bids on the Special City Allotment project on Nyberg Road East. The low bid was submitted by Warren Northwest of Portland, Oregon, and the anticipated cost based on the bid is as follows:

Contractor's Bid	$ 9,422.50
Anticipated Items	200.00
12-1/2% Eng'ring & Contingencies	1,203.50
Preliminary Engineering	1,500.00
Anticipated Total Cost..........	$12,326.00

Very truly yours,

H. S. Cox
County and City Engineer

By

R M Allison
R. M. Allison
Field Engineer

NOTED
A R JONES

RMA:mm

RECEIVED
JUL 17 1964
FOR FILING

1315

6477

FORM E-133
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 16, 1964

Warren Northwest
Div. of Warren Bros.,
P. O. Box 7675
Portland 10, Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. 6477 for the following project:

Grading-paving Nyberg Road East in Tualatin in Washington County.

This award was based on your low bid of $9,442.50 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (HAC)

RECEIVED
JUL 13 1964
FOR FILING

Salem, Oregon
July 10, 1964

$250,000 Special City Project
Nyberg Road East
City of Tualatin

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of an agreement with the City of Tualatin covering the Special City Allotment project on Nyberg Road East in City of Tualatin.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, City of Tualatin.

Secretary

rn
Attach: 1

NOTED
H. S. COX

June 23, 1964

NOTED
P. B. [illegible]

NOTED
R. M. ALLISON

NOTED
DON HARWELL

Mrs. Ruth A. McReynolds
City Recorder
City Hall
Tualatin, Oregon

Dear Mrs. McReynolds:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment Project on Nyberg Road East.

Enclosed are three copies of an agreement covering this project. Please have the City Council pass a resolution, similar to the enclosed sample, authorizing the Mayor and yourself to sign the agreement.

As the contract cannot be advertised until the signed agreement is in our hands, will you and the Mayor please sign the three copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return all three signed copies along with three copies of the resolution authorizing signature, to this office prior to July 8. After signature by the Highway Commission secretary, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

H. S. Cox
County and City Engineer

by

R M Allison

R. M. Allison
Field Engineer

RMA:eb
Encl.

NOTED
V. R. JONES

Quantities - 1964 Spec.

Town [illegible]

[illegible]

NOTED
DON HARWELL

Estimate
Day 6-11-64

NOTED
R. M. ALLISON

No.	Item	Quantity	Price	Amount $
1	[illegible] Excavation, [illegible]	[illegible]	5.00	100 -
2	General Excavation, [illegible]	430 [illegible]	[illegible]	[illegible] -
3	[illegible]	[illegible]	3.50	[illegible] -
4	[illegible]	[illegible]	[illegible]	[illegible]
5	Coarse Crushed Material in [illegible]	[illegible]	2.50	[illegible]
6	3/4" [illegible] Material in [illegible]	[illegible]	4.00	[illegible]
7	Sprinkling	[illegible]	4.00	[illegible] -
8	Class "B" Asphaltic Concrete	[illegible] Tons	[illegible]	[illegible]
9	Estimated Paving Approaches	[illegible] only	35.00	[illegible]10
	Subtotal			$ [illegible],199
	Flagging			100
	[illegible]			100
	Total			9919 -
	[illegible]			12[illegible].63
	[illegible]			$ 11,[illegible].63

NOTED
P. B. A[illegible]

NOTED
R. H. PRANGE

NOTED
H. S. COX

RECEIVED
JUN 12 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
V R JONES

RECEIVED
MAR 17 1964
FOR FILING

[illegible]

233

March 16, 1964

Mr. William C. Martin
Dusenbery, Martin, Beatty & Parks
Attorneys at Law
1107 Standard Plaza
Portland, Oregon

Dear Mr. Martin:

This is in reply to your letter of March 6 in which you requested information as to plans for widening Nyberg Road near Tualatin, Oregon.

The only construction being planned, of which we are aware, is in theory a city project that would widen Nyberg Road from N. E. Fourth Street in Tualatin to the interchange with Interstate 5, a distance of 0.21 mile easterly therefrom. Present plans call for 24 feet of paving with four-foot shoulders on either side. Financing of this project will be under a special city allotment from the State highway monies allotted to cities, but will be constructed under the supervision of State Highway Department personnel. The project has not been scheduled definitely; however, it could take place late in 1964 or in the construction season of 1965.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
H. S. Cox

PLEASE RETURN TO
LLOYD P. SHAW

VERNE DUSENBERY
CAREY MARTIN
WILLIAM C MARTIN
JOHN C BEATTY, JR.
ALEX L. PARKS
DAVID TEMPLETON
RICHARD L BIGGS
ROBERT M. CHRIST

SIDNEY TEISER
OF COUNSEL

DUSENBERY, MARTIN, BEATTY & PARKS
ATTORNEYS AT LAW
1107 STANDARD PLAZA
PORTLAND 4, OREGON
TELEPHONE 224-3113

OUR CABLE ADDRESS
"DUSLAW"
PORTLAND, OREGON

March 6, 1964

Shaw

REFERRED TO
Mr. Cooper

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I have a client who owns some property fronting on Nyberg Road near Tualatin, Oregon. He understands there is a possibility of that road being widened. This would affect his plans for the future and I would appreciate your advising me if this road will be widened and the amount that will be taken on each side of the road.

My client is The Hervin Company.

Very truly yours,

William C. Martin

WCM:hb

RECEIVED
MAR 11 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
MAR 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR - 9 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 28 1964

3-31-64

Prefix No. 334-1422

LOCATION PROSPECTUS
NYBERG ROAD SECTION
CITY OF TUALATIN
WASHINGTON COUNTY

NOTED
R. L. PORTER

STREET: Nyberg Road, city of Tualatin; not on State or Federal Highway System.

TERMINI: The westerly terminus is at the intersection of N. E. 4th Street and Nyberg Road. The easterly terminus is at the beginning of the west ramp on Nyberg Interchange.

LENGTH: Approximately 0.21 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Soils investigations will be conducted. No special drainage problems are anticipated. This project is to be constructed with 1964 Special City Allotment Funds.

CHARACTERISTICS: Existing ADT is 1,800; projected ADT is 2,100.

STANDARDS: Class "B" highway. Entire project on a tangent.

TYPICAL SECTION: Approved base design for construction is:

Paving	3-1/2"	A.C.
Top Course Base	2 "	Leveling
Bottom Course Base	12 "	Coarse Base
Total Depth	17-1/2"	

MATERIAL SOURCE: Sources of material to be determined during the survey.

ADDITIONAL FACILITIES: The City of Tualatin will make adjustments for water mains and all arrangements for required utility adjustments. There are no railroad crossings or major stream crossings.

AGREEMENTS: Routine negotiations with the City of Tualatin for a Special City Allotment Project.

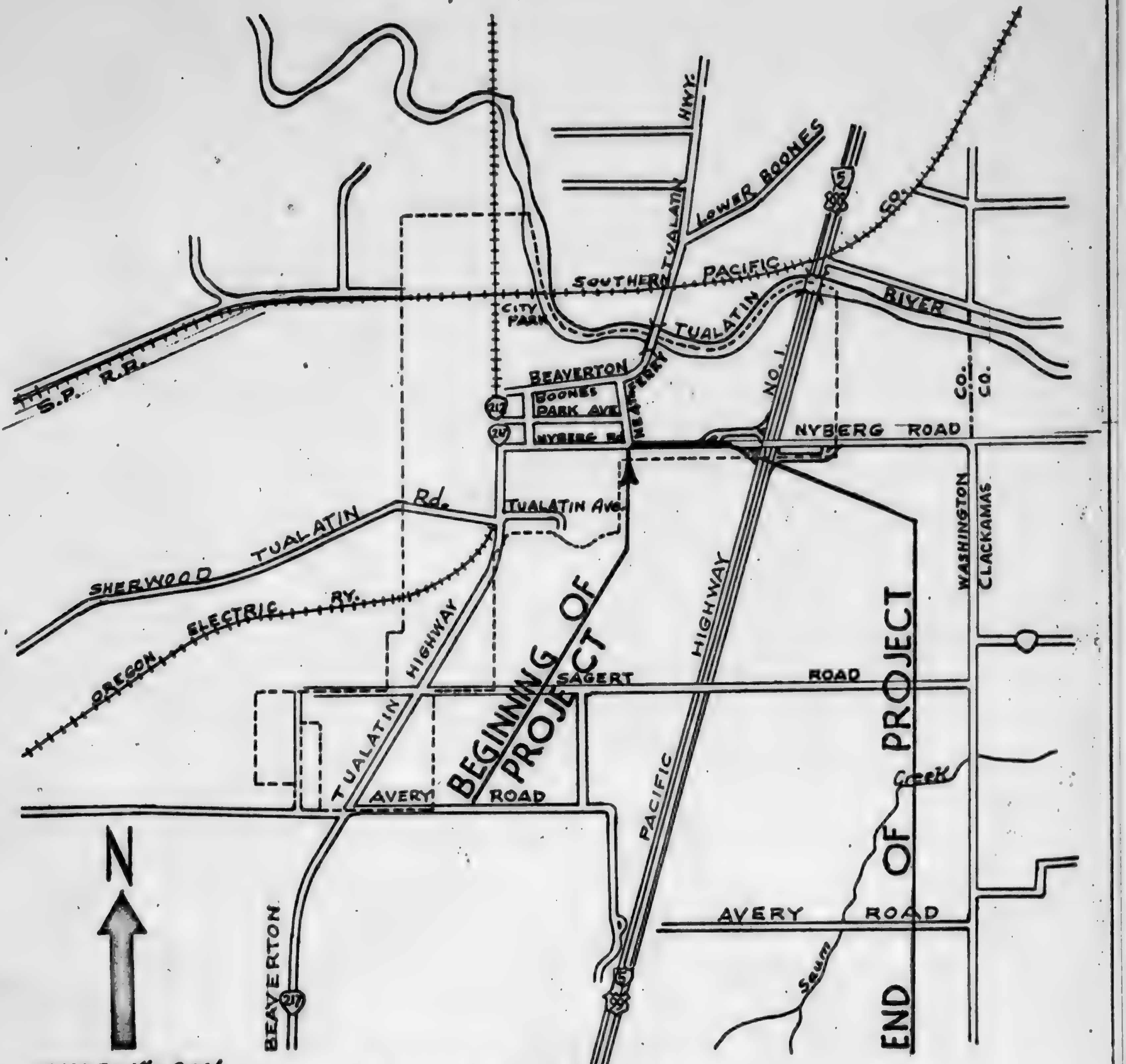
STATE PARKS: No public or State parks affected.

NOTED
FORREST COOPER

February 21, 1964
Attachment

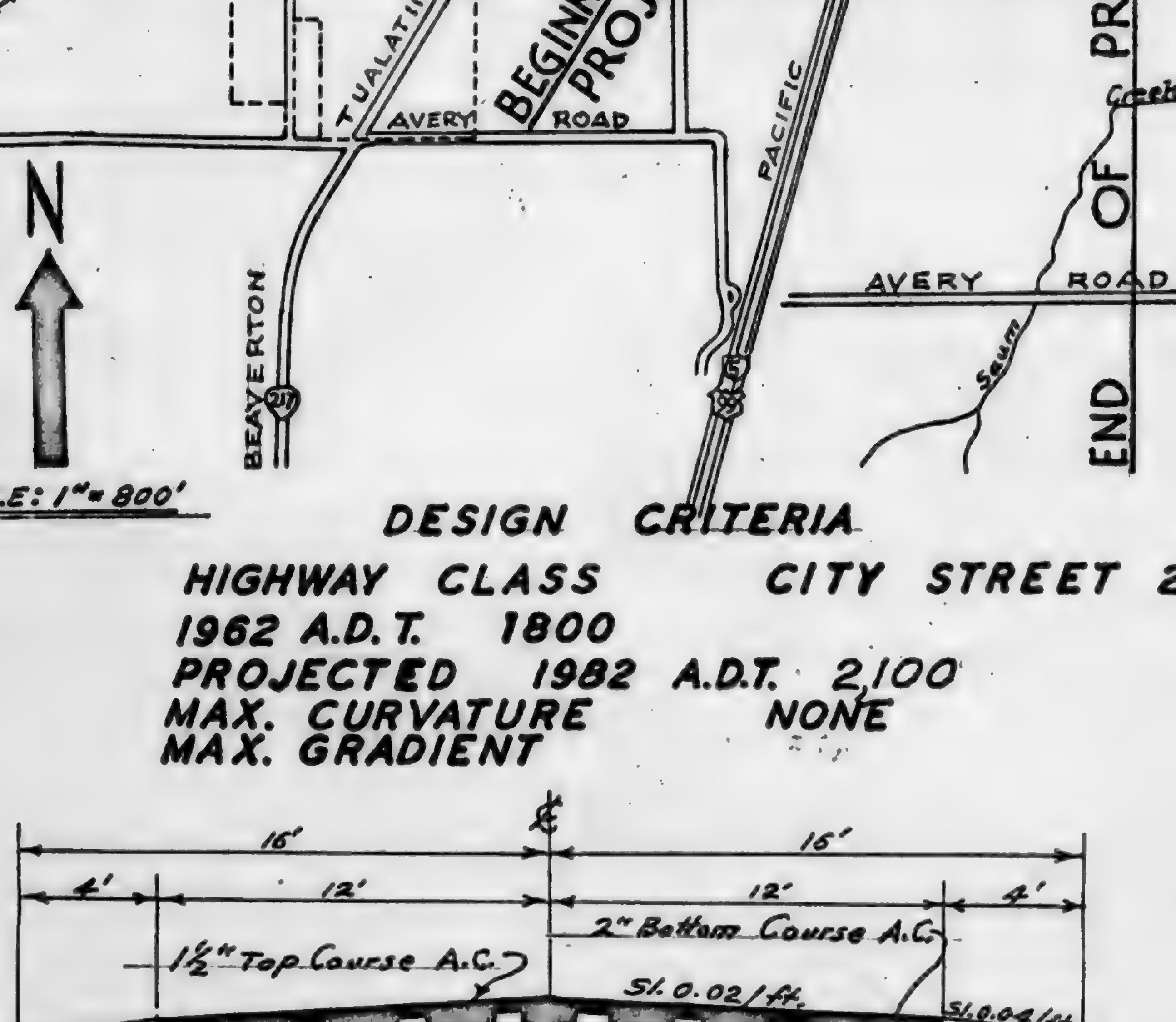
cc: Forrest Cooper ✓
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. E. Johnson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Piog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

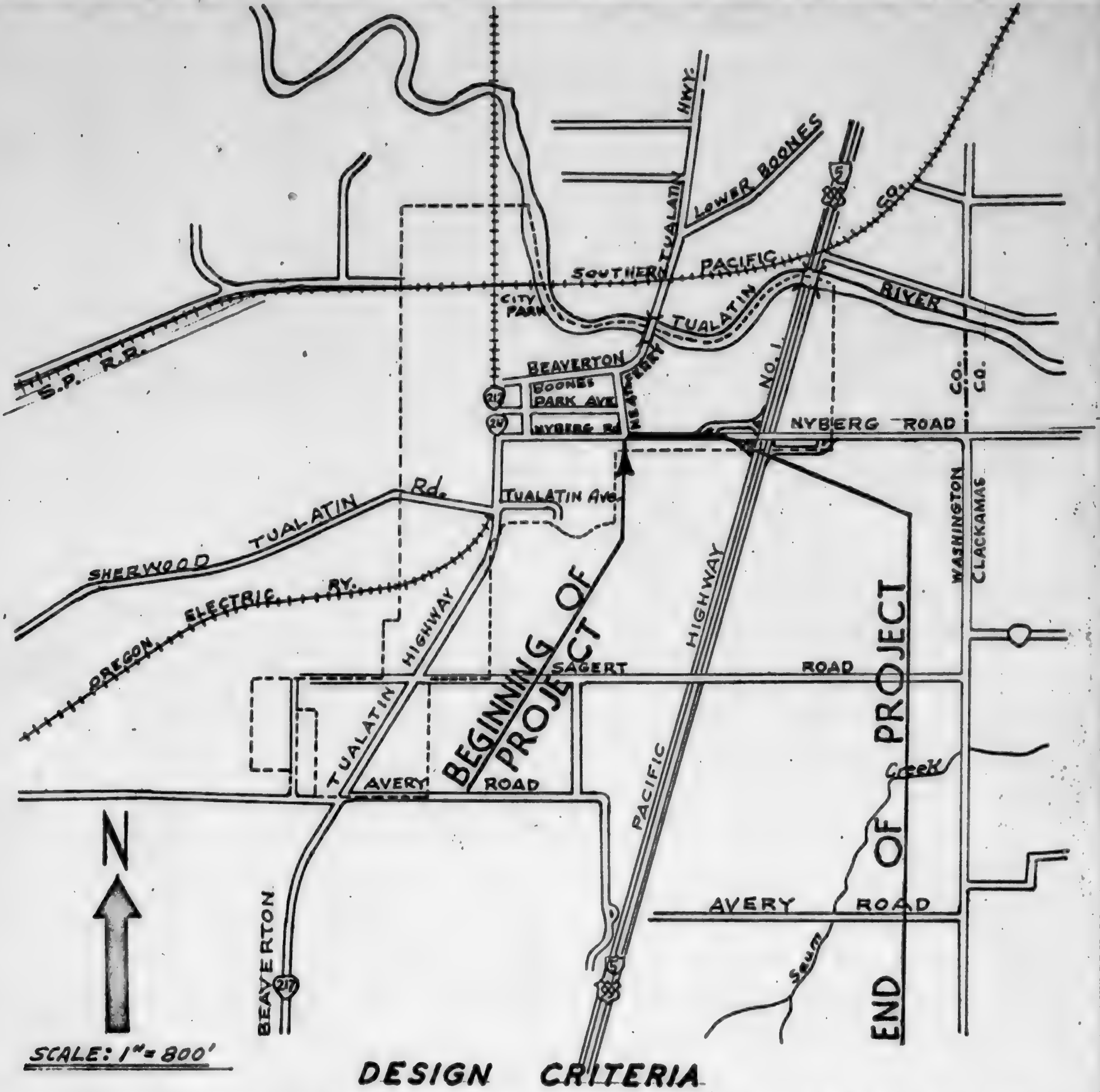
PROSPECTUS MAP
N.E. 4TH ST. TO INTERCHANGE RAMP
CITY OF TUALATIN
WASHINGTON COUNTY


HWY.
LOWER BOONES
TUALATIN
5
CO.
SOUTHERN PACIFIC
CITY PARK
TUALATIN
RIVER
S.P. R.R.
BEAVERTON
BOONES
PARK AVE
217
NYBERG RD.
NE. FERRY
NO. 1
CO.
CO.
NYBERG ROAD
TUALATIN Rd.
TUALATIN Ave.
SHERWOOD
OREGON ELECTRIC RY.
HIGHWAY
HIGHWAY
BEGINNING OF PROJECT
SAGERT
ROAD
WASHINGTON
CLACKAMAS
END OF PROJECT
TUALATIN
AVERY
ROAD
PACIFIC
Creek
AVERY
ROAD
Saum
N
BEAVERTON
217
5
SCALE: 1" = 800'

DESIGN CRITERIA

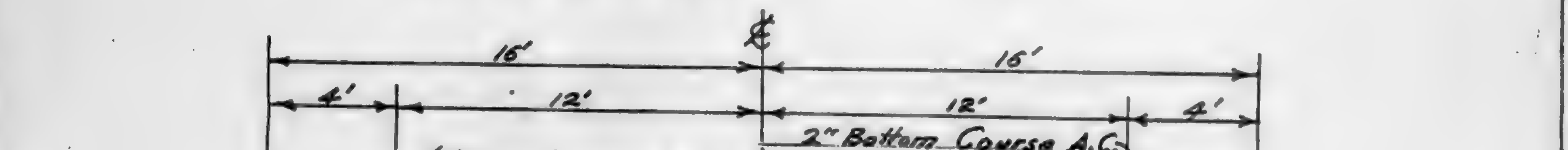
HIGHWAY CLASS CITY STREET 2-LANE
1962 A.D.T. 1800
PROJECTED 1982 A.D.T. 2,100
MAX. CURVATURE NONE
MAX. GRADIENT


16'
℄
16'
4'
12'
12'
4'
2" Bottom Course A.C.
1½" Top Course A.C.
Sl. 0.02/ft.
Sl. 0.04/ft
Existing A.C. Average 4½"
Sl.


HWY.
TUALATIN
LOWER BOONES
5
CO.
SOUTHERN PACIFIC
CITY PARK
TUALATIN RIVER
S.P. R.R.
BEAVERTON
BOONES PARK AVE
NYBERG Rd
FERRY
217
214
NYBERG ROAD
NO. 1
TUALATIN Rd.
TUALATIN Ave
SHERWOOD
OREGON ELECTRIC RY.
TUALATIN HIGHWAY
BEGINNING OF PROJECT
SAGERT ROAD
PACIFIC HIGHWAY
END OF PROJECT
WASHINGTON CO.
CLACKAMAS CO.
AVERY ROAD
AVERY ROAD
Creek
Saum
BEAVERTON
217
N
SCALE: 1" = 800'

DESIGN CRITERIA

HIGHWAY CLASS CITY STREET 2-LANE
1962 A.D.T. 1800
PROJECTED 1982 A.D.T. 2,100
MAX. CURVATURE NONE
MAX. GRADIENT


℄
16'
16'
4'
12'
12'
4'
2" Bottom Course A.C.
1½" Top Course A.C.
Sl. 0.02/ft.
Sl. 0.04/ft
Existing A.C. Average 4½"
Sl. 4:1
Sl. 3:1
Existing Base Averge 10½"
Bottom Course Base 12"
Top Course Base Nominal Comp. Thick.
Under 3½" Pavt. 2" Incl. Bit. Binder Course on Shld'n.
Max. 5½"
EXISTING SURFACING TO REMAIN IN PLACE 18 Ft.

TYPICAL SECTION

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED REVISED

NOTED R. H. PRANGE

NOTED V R JONES

Section NYBERG ROAD Highway CITY OF TUALATIN County WASHINGTON Profile

Res. Engr. Length of Project Miles. Sta. to Sta. Date 7-11-63

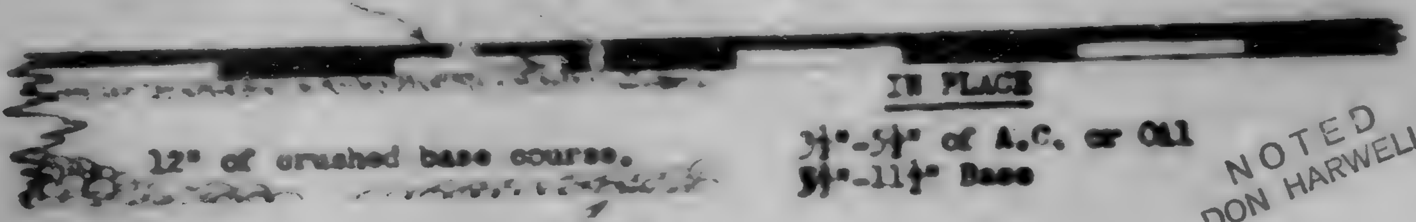
TYPICAL SECTIONS Traffic Classif. - MEDIUM HEAVY

NEW WORK

EXISTING ROADWAY
18' wide

1½" of top course A.C.
2" of bottom course A.C.
2" of 3/4"-0 level course (incl. binder.)

NOTED R. M. ALLISON



IN PLACE
3½"-5½" of A.C. or Oil
9½"-11½" Base

12" of crushed base course.

(1)
Clayey Silt

NOTED DON HARWELL

NOTED P. B. Archibald

(1)
Typical Soil
39 LL
19 PI
67 % P200
4 % Gravel
6 % Coarse Sand
23 % Fine Sand
45 % Silt
22 % Clay
23 "R" Value (Corrected)
AASHO CLASSIF. - A-6 (7)

7-11-63

Note:
Revised Project Base Design submitted at the request of H. C. Ayers, County-City, to change Traffic Classification to present ADT. Traffic has increased substantially in the last several years.

Required Base & Surf.		Designed Base & Surf.		
Crushed	Non Crushed	[illegible]	New Work	
NEW WORK				
			3½ 2 12	A.C. Level Cr Base
17½			17½	
OVER EXISTING ROADWAY				
			3½	A.C.
SEE SECTION				

PROPOSED MATERIAL SOURCES

NOTED

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	L.L.	P.I.	To be used for.
Suitable material source to be determined by the Engineer.											

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

Submitted by

Soils Engineer
Recommended by S. L. Decker
Construction Engineer

Recommended by O. A. White
Engineer of Materials

Approved by
Deputy State Highway Engineer

Re R. [illegible] Beam Deflections would be [illegible] valuable for Evaluation of Existing base [illegible]

PAVEMENT TYPE SELECTION

NYBERG ROAD
CITY OF TUALATIN
WASHINGTON COUNTY

Principal Factors Governing Selection

Present 1980 % Heavy

1. Traffic Classification: MEDIUM HEAVY ADT ______ ADT ______ Vehicles ______
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

[illegible]

3. Weather: Frost Penetration ______ Annual [illegible] ______

4. Performance of Similar Pavements in Area: Good ___ Fair ___ Poor ___
Remarks: when constructed to present OSHD criteria [illegible]

5. Cost Comparisons: ______ Not appropriate due to other factors ______

Secondary Factors Governing Selection

6. Adjacent Existing Pavements ______ generally A.C. ______

7. Stage Construction: ______ No problem ______

8. Depressed, Surface or Elevated Design: Surface ______

9. Conservation of Aggregates: ______ No problem ______

10. Stimulation of Competition: ______ Not appropriate ______

11. Construction Considerations: ______ No problem ______

12. Municipal Preference, Participating Local Government Preference and
Recognition of Local Industry: City of Tualatin prefers A.C. ______

13. Traffic Safety: ______ No problem ______

14. Availability of an Adaptation of Local Materials or of Local Commercially
Produced Paving Mixes: ______ No problem ______

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an A.C. wearing surface has been selected.

5-1-63

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Tualatin is an incorporated city of the State of Oregon and has a population of 383 as given by the latest official census; and

WHEREAS, the following streets of said city, 212 from Highway 5, to Fourth Street in city limits. This section of road is subjected to heavy truck traffic and is deteriorating badly at present.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Tualatin does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate H. Owen Garrett as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 1st day of May, 1963.

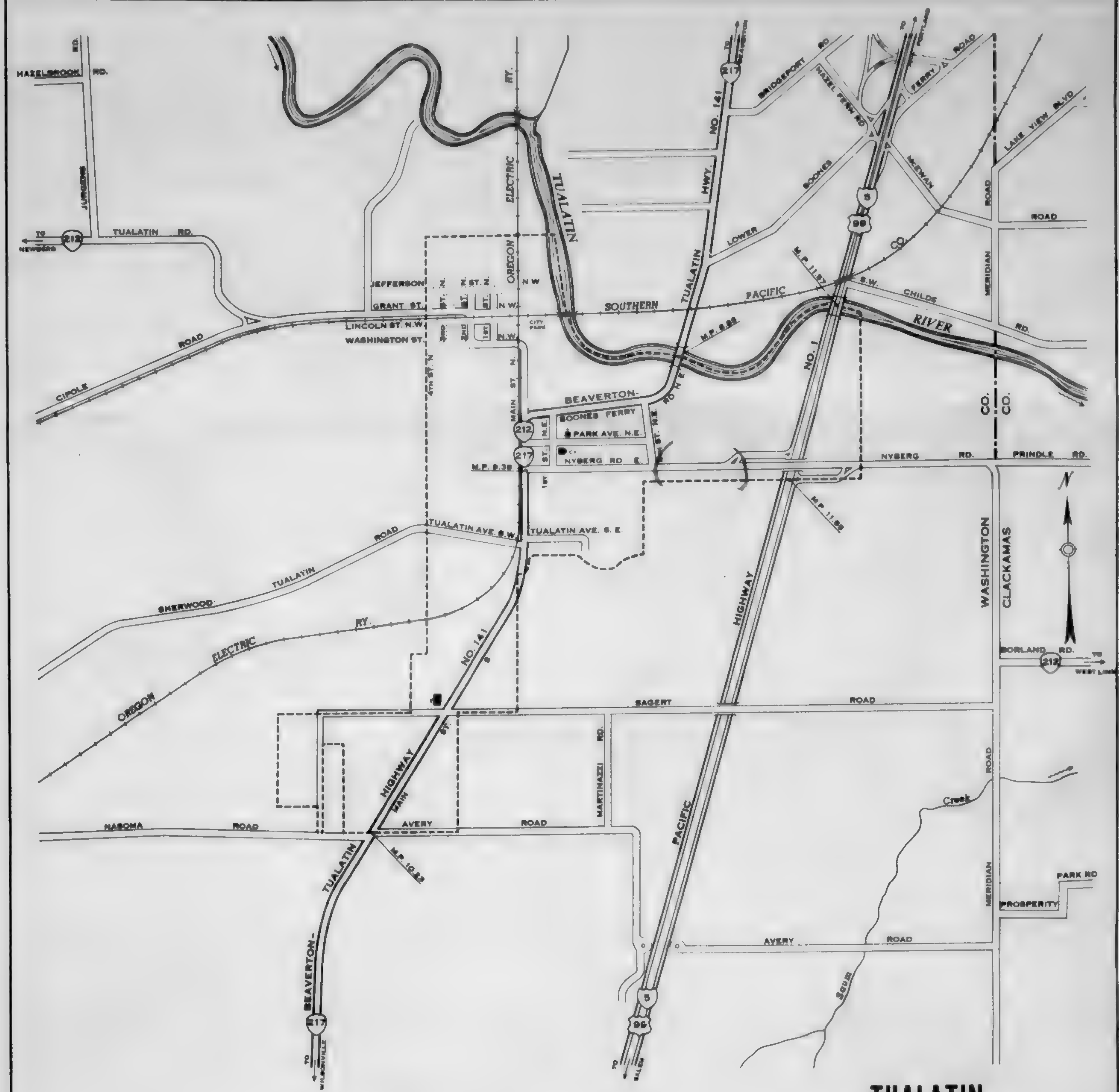
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Tualatin at a regular or ~~special~~ meeting of said Council, held on the 1st day of May, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 15th day of May, 1963.

Ruth A. McReynolds
City Recorder


HAZELBROOK RD.
RD.
JURGENS
TO NEWBERG
212
TUALATIN RD.
CIPOLE
ROAD
JEFFERSON
GRANT ST.
LINCOLN ST. N.W.
WASHINGTON ST.
N.W.
3RD
2ND
1ST
ST. N.
CITY PARK
OREGON
ELECTRIC
RY.
TUALATIN
SOUTHERN
PACIFIC
RIVER
MAIN ST N.
BEAVERTON-
BOONES FERRY
PARK AVE. N.E.
NYBERG RD E.
217
M.P. 9.38
TUALATIN
HWY
NO. 141
TO BEAVERTON
BRIDGEPORT RD
HAZEL FERN RD
FERRY RD
TO PORTLAND
LOWER
BOONES
McEWAN
LAKE VIEW BLVD
CO.
M.P. 11.57
S.W.
CHILDS
RD.
M.P. 9.98
NO. 1
MERIDIAN
ROAD
5
99
CO.
CO.
NYBERG RD.
PRINDLE RD.
M.P. 11.96
N
WASHINGTON
CLACKAMAS
TUALATIN AVE. S.W.
TUALATIN AVE. S.E.
ROAD
SHERWOOD-
TUALATIN
RY.
ELECTRIC
OREGON
NO. 141
MAIN
ST.
HIGHWAY
BORLAND RD.
TO WEST LINN
SAGERT
ROAD
MARTINAZZI RD
NASOMA
ROAD
AVERY
ROAD
M.P. 10.63
TUALATIN
BEAVERTON-
PACIFIC
HIGHWAY
Creek
ROAD
MERIDIAN
PARK RD
PROSPERITY
AVERY
ROAD
Saum
TO WILSONVILLE
TO SALEM

TUALATIN

WASHINGTON COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 368

Scale in Feet

March 1, 1961

SIGNED ROUTES

INTERSTATE 5
U.S. 30
ORE. 22

LEGEND

Post Office
School
R. R. Depot
Public Bldg.
CY – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.

21-1075 Newport Sec., Corvallis-Newport 1964
Hwy. (Roadbed Widening & Pav.)
#6478

RECEIVED
JAN 25 1965
FOR FILING

January 25, 1965

US Fidelity & Guaranty Co.,
Portland Office
201 Oregon Bank Bldg.,
Portland 4, Oregon

Gentlemen:

On January 13, 1965 we wrote to you concerning release of final payment on Contract No. 6478, awarded to Road & Driveway Co., Inc., & Lewis S. Pickens, for roadbed widening and paving on the Newport Section of the Corvallis-Newport Highway in Lincoln County.

Final payment on this contract is $3,804.40 and the total contract amount is $24,699.34, including $216.26 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RG

cc: Road & Driveway Co. Inc.,
& Lewis S. Pickens
P. O. Box 128
Newport, Oregon

cc. C. H. Maison
Attn.: John Herr

RECEIVED
JAN 12 1965

FOR FILING

[illegible]

[illegible]

January 11, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed October 29, 1964 on Contract No. 6478. The contract was with Road and Driveway Company, Inc., and was for roadway widening and paving on the Newport Section of the Corvallis-Newport Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 11, 1965, and that you concur in this procedure at the Commission meeting on January 27.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan Merchant
C. H. Maison
Ray Asburry

LPS:ajw bjs

NOV 24 1964

FOR FILING

November 24, 1964

Road & Driveway Co. Inc., &
Lewis S. Pickens
P. O. Box 128
Newport, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 24, 1964, considered your request for an extension of the specified completion date from September 15, 1964, to October 15, 1964, to complete contract #6478 for roadbed widening-paving the Newport Section of the Corvallis-Newport Highway in Lincoln County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension of the specified completion date of this contract to November 7, 1964.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: R. D. Asburry
Wendell Schwartz
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: November 6, 1964

SECTION: Newport

SECTION PREFIX: 21-1075

HIGHWAY: Corvallis-Newport

COUNTY: Lincoln

NAME OF JOB: Newport Section

KIND OF WORK: Roadbed Widening & Paving

CONTRACTOR: Road & Briveway Co., Inc.

CONTRACT NUMBER: 6478

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: July 14, 1964

DATE WORK STARTED: July 31, 1964

ESTIMATED COMPLETION DATE: October 30, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED ~~xxxxxx~~completion date: Sept. 15, 1964

WORK DAYS USED:

PERCENT OF TIME ELAPSED:

PROJECT AUTHORIZATION: $ 36,717.75

ENGINEERING AUTHORIZATION: $ 2,611.04

EXCLUSIVE OF ENGINEERING: $ 34,106.71

ENGINEERING COST TO DATE: $ 2,287.85

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 34,106.71

PERCENT OF AUTHORIZATION: 88 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED PERCENT OVERRUN UNDERRUN: 0.0 %

DATE PROJECT WAS COMPLETED: 10-29-64

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
	100	100		100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		0.45			0.45
MILES PARTIALLY COMPLETED					
MILES COMPLETED		0.45			0.45
TOTAL ESTIMATED QUANTITIES (CONTRACT)		460			1,900
TOTAL QUANTITIES CORRECTED TO DATE		460			1,900
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		400			1,352
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Partly Cloudy		
TUESDAY	Showers		
WEDNESDAY	"		
THURSDAY	Clear		
FRIDAY	"		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
NOV 9 1964

5

RECEIVED
NOV - 9 1964
DIVIS[illegible]

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No work performed by Contractor
TUESDAY	Same as Monday.
WEDNESDAY	Same as Monday
THURSDAY	Same as Monday
FRIDAY	Same as Monday
SATURDAY	

REMARKS

Mr. Asburry, Division Engineer, made final inspection of the project on Wednesday. Semi-final estimate expected to be in the Salem office on Tuesday, November 10, 1964.

SIGNED

ADDRESS P.O. Box 37, Newport, Oregon

SEND ORIGINAL TO SALEM OFFICE. (BRIDGE SEND ORIGINAL AND COPY TO SALEM). ONE COPY TO DIVISION ENGINEER. AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
OCT 15 1964

FOR FILING

64 11

October 15, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 1
November 24, 1964 Meeting

Gentlemen:

We have received a request for an extension of the specified completion date from Road and Driveway Company, Inc., contractor on the Newport Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 6478. The request is for an extension from September 15, 1964 to October 15, 1964. The contractor's request is based on a delay caused by the non-completion of waterline adjustments by the City.

The Special Provisions indicated that the City would complete its work prior to August 15, 1964 and restricted the contractor from working in this area until the relocation was complete. The City actually finished its relocation work on September 28, 1964, or 37 calendar days (excluding Labor Day) after its original estimate. Extending these 37 days from the original completion date of September 15, 1964 and excluding Election Day would extend the completion date to November 7, 1964.

We recommend that the specified completion date be extended to November 7, 1964.

This matter will be presented to you at the November 24 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
R. D. Asburry
C. H. Maison

DES:bjm bbc

2—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#1

Oregon State Highway Commission
Salem, Oregon

Date August 14, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 8/31/64 days to 10/15/64 days, within which to complete our Contract No. 6478, without the assessment of liquidated damages. The said contract is described as follows:

Newport Section - Corvallis-Newport Highway - Roadbed widening and paving

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

It was our understanding and the State's understanding that the City of Newport would move their water lines by August 15, 1964. They are just starting to move them now and we request extension to October 15, 1964.

Respectfully submitted,

Road & Driveway Company, Inc.
Contractor

By Lewis S. Pickens

APPROVED BY HIGHWAY COMMISSION
DATE [illegible]-15-64 Completion date extended to Nov 7, 1964.
Floyd Query
Secretary

CONSENT OF SURETY

Date August 18, 1964

We, UNITED STATES FIDELITY AND GUARANTY COMPANY COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Robert E. McGibbon
Attorney-in-fact Robert E. McGibbon

(SEAL)

Edward C. Stipe
Resident Agent Edward C. Stipe

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1964

SUBJECT: Extension of Time
Newport Section
Corvallis-Newport Highway
Contract No. 6478

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a request from Road and Driveway Company, Inc., contractor on the subject project for an extension of the specified completion date from September 15, 1964 to October 15, 1964 without the assessment of liquidated damages.

The reason for this request is based on the non-completion of water line relocation by the City of Newport.

The special provisions state that the City would complete their water line relocation prior to August 15, 1964. The Resident Engineer's records show that the relocation was completed September 28, 1964. The special provisions also restrict the contractor from completing his grading work until the City's relocation was completed. This delay amounts to 37 calendar days (discounting Labor Day). Extending the 37 calendar days from September 28, when the contractor was able to perform his grading work in this area, would extend the completion date to November 7, 1964 (excluding Election Day).

The present anticipated completion date is October 15, 1964, indicating an over-run of 22 chargeable days or $1,540.00 in liquidated damages.

We recommend that the completion date be extended to November 7, 1964.

This is a State project and Bureau of Public Roads concurrence is not required.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:bjm
Attachments

cc: L. H. Young
R. D. Asburry

FORM E-30X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1964

SUBJECT: Extension of Time
Newport Section
Corvallis-Newport Highway
Contract 6478

To:

Mr. F. D. Morgan
Construction Engineer
Department

Attention: Mr. G. L. Decker

Herewith for your consideration "Contractors Request for Increase in Number of Workdays to Complete Construction Contract" asking for the date of completion on this project to be extended to October 15, 1964.

The plans and specifications for this project provided for the City of Newport to re-lay a water line, said re-laying to be performed before our contractor could work in this area. The specifications indicate that the water line adjustment would be completed prior to August 15, 1964. According to the Resident Engineer's records, the pipe line adjustment was not completed until September 28, 1964.

It is this office's recommendation that an extension of time be given on this project equal in length that the contractor was delayed in working on the project due to the water line adjustment after August 15. This delay totals six weeks and one day. Six weeks and one day from September 29, the first day after the City had completed their work, would extend to November 10. The reason for the contractor indicating October 15, 1964, was that he submitted this extension on August 14 seeing that the City would not get their work completed in time for him to complete, yet he did not know how long it would take the City to complete their work.

R. D. Asburry
R. D. Asburry
Division Engineer

RDA:AM

CONSTRUCTION DIVISION
[illegible]
OCT 7 1964
NOTED ☐ ☐ ☐ ☐ ☐

FORM E-123X 50M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
SEP 2? 1964

FOR FILING

6478

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 16, 1964

City of Newport
Newport, Oregon

Subject: Newport Section
Corvallis-Newport Highway
Contract No. 6478

Gentlemen:

Bids were received by the State Highway Commission on the above-titled State Highway project on July 13. The specifications noted that the City would be adjusting their water line within the limits of the contract and that it was anticipated that this work would be completed prior to August 15. This date was utilized in these specifications on the basis of your City Manager Donald A. Davis' June 17 letter, which said this installation could be completed prior to the middle of August.

For some reason your work was barely started by that date and has not been completed. This has precluded our contractor from completing his project within the specified time limit of September 15. According to the contract he could be made subject to liquidated damages for the non-completion of the contract and, conversely, he might expect additional payment for unreasonable delays. Our main interest at this time is to secure completion of this project while the good weather lasts. To this end, we ask that you comply with ORS 373.020, Section 2, which states:

"All cities retain the right to grant the privilege to open the surface of any such street or road, but all damage occasioned thereby shall promptly be repaired by the city, either itself or at its direction, and the responsibility for the cost thereof shall be upon the city permitting the opening."

This would include compacting all of your trenches, replacing any disturbed shoulder work and placing base rock and pavement patches wherever the pavement was cut. If this work is not done by September 30, we will have our contractor or State forces perform this work, keeping track of the cost and billing the City for the same.

Very truly yours,

R. D. Asburry
Division Engineer

By G. W. Wimer

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. L. P. Shaw
Mr. L. I. Lindas
Att: Frank McKinney
Mr. F. D. Morgan
Att: G. L. Decker
Mr. H. S. Cox
Att: R. M. Allison
Mr. W. E. Schwartz
Road and Driveway Company

FORM E-123

RECEIVED
JUL 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 16, 1964

Road & Driveway Co. Inc.,
Box 128
Newport
Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. [illegible] for the following project:

Roadbed widening-paving the Newport Section of the Corvallis-Newport Highway in Newport, Lincoln County.

This award was based on your low bid of $31,288.00 which was submitted to the Commission on July 13, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
MAY 6 - 1964

3

MEMO TO THE FILES: 5/5/64

SUBJECT: 75%-25% Cooperative Project
Corvallis-Newport Highway
City of Newport

Subject project was worked up in the field to provide a widened curbed section (44' curb to curb) from the junction of the Corvallis-Newport Highway with the Oregon Coast Highway easterly along the Corvallis-Newport Highway to a point about midway between Baird and Easley Streets. Field worked up the project so as to save the existing pavement and the estimate was $69,000. This figure was given to Mr. Donald Davis, City Manager-Engineer.

Subsequently, it was decided to lower the grade line so as to more properly adjust to the abutting property and to prevent drainage complaints from property owners. The lowered grade line involved removal of the existing pavement and boosted the estimate to $86,000 which figure was given to Mr. Davis.

Mr. Davis protested the $86,000 estimate and was invited to Salem to go over the plans with Division and Design Engineers. As a result of Mr. Davis' visit on April 27, 1964, a compromise was reached whereby the lowered gutter line would be maintained but the typical section would be warped to save as much of the existing pavement as possible. The latter design resulted in an estimate of $71,500 including 12½% engineering.

City of Newport was contacted by telephone on May 4, 1964, and Mr. Davis was given the compromise estimate of $71,500 and informed of the features on which the estimate was based. This estimate will be presented at a public hearing on May 18, 1964, and the department will be notified of the result of the hearing.

Inasmuch as bid advertisements were in the process of preparation on this date (May 4), the project was tentatively rescheduled for the June 23 letting.

An agreement is being prepared and will be submitted to the City of Newport when and if they accept the $71,500 estimate.

R M Allison
R. M. Allison
County & City Field Engineer

RMA:eb

cc: L. P. Shaw
D. J. Barbee
Frank Hall
R. D. Asburry
V. G. O'Neil

NOTED
LLOYD P. SHAW

RECEIVED
MAY 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

APR 2 7 1964

Section NEWPORT Highway CORVALLIS-NEWPORT (PA 22) County LINCOLN Profile 21-14IC

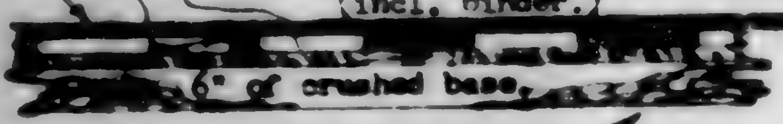
Sec. Engr. ______ Approx. Length of Project 0.42 miles. Sta. ______ to Sta. ______ Date 4-14-64

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY

NEW WORK

EXISTING ROADWAY

1½" of top course A.C.
2" of bottom course A.C.
2" of 3/4"-0 level course
(incl. binder.)



6" of crushed base.

1½" of A.C. overlay (minimum) with an extra allowance for leveling - amount to be determined by the field engineer.

IN PLACE
3"-5" A.C. or Oil
6"-10" Base

(1)
Sand

(1)
Typical Soil

26	LL
0	PI
99	% P10
19	% P200
0	% Gravel
0	% Coarse Sand
81	% Fine Sand
12	% Silt
7	% Clay
72	"R" Value (Corrected)

AASHO CLASSIF. - A-2-4 (0)

**The natural sand subgrade requires only a minimum of base rock for the surfacing thickness design.

Required Base & Base		Designed Base & Base		
[illegible]	[illegible]	[illegible]	[illegible]	
	NEW WORK			
			3½ 2 6	AC Level Cr Base
**			11½	

4-14-64

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by [illegible]
State [illegible]

Recommended by [illegible]
Engineer of Materials

Recommended by J. L. Decker
[illegible] Construction Engineer

Approved by [illegible]
ASSISTANT [illegible] State Highway Engineer

NOT [illegible]
LLOYD P. [illegible]

cc [illegible] State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer.

NEWPORT SECTION
CORVALLIS-NEWPORT HWY (FA 22)
LINCOLN COUNTY
Prefix 21-1410

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 6000 1980 ADT 10,000 % Heavy Vehicles 10
(NOTE: Increase classification one step for heavy logging use)(LOGGING AREA)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual [illegible] Precipitation 69"±

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected.

RECEIVED
APR 1 1964
FOR FILING

MEMO TO FILES
March 27, 1964

US 20 (Corvallis-Newport Hwy) Section
75% - 25% Job
CITY OF NEWPORT

City Manager Davis was contacted 3/16/64 concerning improvement of US 20 (Olive Street) from US 101 to the vicinity of the fill at the easterly edge of town.

State has proposed a 44' street section with type "c" curbs. All is satisfactory to the city except Davis wanted parabolic street section to provide better drainage. He was advised that our travel lanes would be on an 0.02'/ft. but that probably the parking lanes could be on 0.04'/ft. or better. This seemed to satisfy him.

The old wooden water main under US 20 will be taken up and replaced with time to spare before contract date (May 26, 1964). The money will be Bancrofted and City has funds to make the necessary deposit and collect from property owners on completion of job.

Ross Harris is to be Resident Engineer and will be in contact with City. Exact length of curb section was not decided but was to be determined at Council meeting the night of 3/16/64.

R M Allison
R. M. Allison, Field Engineer
County and City Division

RMA:mm

cc: L. P. Shaw ✓
R. D. Asburry

RECEIVED
MAR 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

32-8305 Minam-Lostine Rock Prod. Proj., 1964
Wallowa Lake Hwy.
#6479

RECEIVED
MAR 18 1965
FOR FILING

6479

March 18, 1965

Fireman's Fund Insurance Company
3333 California Street
San Francisco, California

Gentlemen:

On March 11, 1965, we wrote to you concerning release of final payment on Contract No. 6479 awarded to Clarence Braden Construction Company for rock production on the Minam-Lostine Section of the Wallowa Lake Highway in Wallowa County.

Final payment on this contract is $1,953.65 and the total contract amount is $36,161.04. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc Akers and Jones Inc.
618 North Main
Milton-Freewater, Oregon

Clarence Braden Construction Company
22 West Alder Street
Walla Walla, Washington

C.H. Maison
Attn; John Herr

RECEIVED
MAR 8 - 1965

FOR FILING

6419

March 5, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed January 28, 1965 on Contract No. 6479. The contract was with Clarence Braden Construction Company and was for rock production on the Minam-Lostine Section of the Wallowa Lake Highway in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project at the Commission meeting on March 11.

Very truly yours,

Forrest Cooper
State Highway Engineer

LPS:bjs

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

Final No. 17 Final

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	BRIDGE NUMBER	WEEK ENDING: February 12, 1965
	SECTION: Minam - Lostine	SECTION PREFIX: 32-8305
	HIGHWAY: Wallowa Lake	COUNTY: Wallowa
NAME OF JOB: Minam - Lostine	KIND OF WORK: Rock Production	
CONTRACTOR: Clarence Braden Construction Co.	CONTRACT NUMBER: 6479	FEDERAL AID PROJECT NUMBER
DATE OF CONTRACT: July 14, 1964	DATE WORK STARTED: Oct. 20, 1964	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN: - - SUPERVISION: - -	SPECIFIED WORK DAYS: 85	WORK DAYS USED: 75
PROJECT AUTHORIZATION: $ 43,728.75	ENGINEERING AUTHORIZATION $ 3,109.60	PERCENT OF TIME ELAPSED: 88 %
EXCLUSIVE OF ENGINEERING: $ 40,619.15	ENGINEERING COST TO DATE $ 3,491.52	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 36,161.04	PERCENT OF AUTHORIZATION 112 %	
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____ %	DATE PROJECT WAS COMPLETED: [illegible]	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
						100 %	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			13,000 CY.		
TOTAL QUANTITIES CORRECTED TO DATE			12,014 CY.		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			12,014 CY.		
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			NOTED
TUESDAY			JOHN R. OAKES
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Computations for stockpile volumes and haul adjustment were completed this week. The semi - final will be submitted next week.

SIGNED J C Hatt

ADDRESS La Grande

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JUL 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. TRIBLET, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 16, 1964

Clarence Braden Const. Co.,
22 West Alder
Walla Walla
Washington

Gentlemen:

The State Highway Commission on July 14, 1964, awarded to you State Highway Contract No. [illegible]. for the following project:

Minam-Lostine Rock Production Project on the Wallowa Lake Highway in Wallowa County.

This award was based on your low bid of $38,870.00 which was submitted to the Commission on July [illegible], 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. C. Savage (SIAC)

303-1713 Sandy (First Ave.) Sec., 1964
City St. (Grad. & Paving)
#6480

Sp. St: Tax Street Fund 85

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6480

Prefix 303-1713

Survey Prefix 303-1414

Street 1st Avenue

City Sandy

Payments to Contractor	$ 20,089.00
Engineering and Contingencies..........................	3,403.08
Survey..	1,465.77
TOTAL.............	$ 24,957.85
Agreed State Share	20,000.00
Agreed City Share	$ 4,957.85
City Advance Deposit	$ 4,000.00
BALANCE DUE FROM CITY	$ 957.85

Reference: Outside Billing cc 919

RU:mm

1964

OREGON STATE HIGHWAY DEPARTMENT	**HIGHWAY DEPARTMENT INVOICE**	**NO.** 84124

FORM A-150 (3-64)

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	[illegible]		[illegible]

RECEIVED
MAR 24 1965
ENGINEER
COUNTY & CITY DIVISION

[illegible]

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
[illegible]			[illegible]
[illegible]		[illegible] [illegible]	[illegible]
[illegible]			[illegible]

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received With Request: $..............
By..............................

RECEIVED
DEC 2 - 1964
FOR FILING

6480

December 2, 1964

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On November 12, 1964, we wrote to you concerning release of final payment on Contract No. 6480, awarded to Oregon Asphaltic Paving Company, for grading and paving the Sandy (1st Avenue) Section on a city street in Clackamas County.

Final payment on this contract is $984.61 and the total contract amount is $20,089.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Oregon Asphaltic Paving Company
1220 S. E. 190th Avenue
Portland 33, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
NOV 12 1964

FOR FILING

6490

November 10, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 12 on Contract No. 6480. The contract was with Oregon Asphaltic Paving Company and was for grading and paving on the Sandy (First Avenue) City Street Section in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 10, 1964, and that you concur in this procedure at the Commission meeting on November 24.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. E. Johnson

bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

	BRIDGE NUMBER: -	WEEK ENDING: Oct. 30, 1964
	SECTION: Sandy (First Ave.)	SECTION PREFIX: 303-1713
	HIGHWAY: City Street	COUNTY: Clackamas
NAME OF JOB: Sandy (First Ave.)	KIND OF WORK: Grading & Paving	
CONTRACTOR: Oregon Asphaltic Paving Co.	CONTRACT NUMBER: 6480	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: July 20, 1964.	DATE WORK STARTED: Aug. 19, 1964	ESTIMATED COMPLETION DATE: Oct. 12, 1964.
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: - SUPERVISION: -	SPECIFIED ~~WORK DAYS~~ ~~xxxxxx~~ Oct. 15 1964. Completion Date	WORK DAYS USED: Not specified.
PROJECT AUTHORIZATION: $ 22,491.11	ENGINEERING AUTHORIZATION: $ 1,599.37	PERCENT OF TIME ELAPSED: 100%
EXCLUSIVE OF ENGINEERING: $ 20,891.74	ENGINEERING COST TO DATE: $ 3,100.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 20,285.00	PERCENT OF AUTHORIZATION: 201.3 %	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN ______%	DATE PROJECT WAS COMPLETED: Oct. 12, 1964.	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100 1	100	100	-	100	100	-	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.21	0.21			0.21
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.21	0.21			0.21
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,900	1,600			425
TOTAL QUANTITIES CORRECTED TO DATE	1,500	1,600			520
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,500	1,600			520
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			NOTED
TUESDAY			JOHN R. OAKES
WEDNESDAY			
THURSDAY			NOV 2 1964
FRIDAY			
SATURDAY			5

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The Semi-final estimate is being submitted to the Division Office today, Oct. 30, 1964.

SIGNED

ADDRESS Portland, 97202

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

NOTED
H. S. COX

July 20, 1964

Mrs. Ruth Loundree
City Recorder
City Hall
Sandy, Oregon

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

P. B. Arensmeier

NOTED
DON HARWELL

Dear Mrs. Loundree:

This will acknowledge receipt of warrant #5576 from the City of Sandy in the amount of $4,000. The improvement project on First Avenue will be awarded in the very near future.

A copy of your letter pertaining to the access to the parking area for the Community Presbyterian Church has been forwarded to Division Headquarters for inclusion in the instructions to the resident engineer for construction. The engineer will contact you for such further instructions as may be necessary.

Very truly yours,

H. S. Cox
County and City Engineer

by

R M Allison

R. M. Allison
Field Engineer

RMA:eb

cc: A. E. Johnson (2)

NOTED
V. R. JONES

THE CITY OF **Sandy**

INCORPORATED 1913

OFFICE OF
CITY RECORDER
RUTH LOUNDREE

Gateway to the Mount Hood Playground

SANDY, OREGON

NOTED
DON HARWELL

RECEIVED
JUL 20 1964
ENGINEER
COUNTY & CITY DIVISION

July 17, 1964

R. M. Allison
Field Engineer
State Highway Department
Salem, Oregon

Dear Mr. Allison:

Enclosed is City Warrant #5576 in the amount of $4,000.00 as requested by your letter of July 14 and in agreement with the City of Sandy to pay costs in excess of $20,000.00 on the First Avenue project.

Mayor Paluck asked that I mention to you the need of a driveway to a parking area for the Community Presbyterian Church which will have access from First Avenue.

A 20 foot approach will be needed with the 14 foot roadway planned. Location is not definite but will be located somewhere midway from Scenic Avenue and the lower property line on First Avenue.

If you need further information on this, please advise.

Very truly yours,

Ruth Loundree

Ruth Loundree,
City Recorder

RECEIVED
SEP 2 4 1964
FOR FILING

July 20, 1964

Oregon Asphaltic Paving Company
1220 S. E. 190th Avenue
Portland 33, Oregon

AGENDA
AUG 2 7 1964
3a

Gentlemen:

The State Highway Commission on July 14 accepted your proposal for grading and paving the Sandy Section, (First Avenue) in Clackamas County for the sum of $19,692.10 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6480.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Pacific Builder & Engineer, Inc., Seattle, Wa.
Daily Journal of Commerce, Seattle, Wa.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L. H. Young
R. G. Savage (SIAC)

1964 SPCA

NOTED
R. M. ALLISON

July 14, 1964

NOTED
H. S. COX

NOTED
DON HARWELL

Mrs. Ruth Loundree
City Recorder
City Hall
Sandy, Oregon

NOTED
P. B. Avensmeier

NOTED
R. H. PRANGE

Dear Mrs. Loundree:

On July 13, the State Highway Commission opened bids on the Special City Allotment project on First Avenue. The low bid was submitted by Oregon Asphaltic Paving Company of Portland, Oregon, and the anticipated cost based on the bid is as follows:

Contractor's bid	$19,692.10
Engineering & contingencies (12-1/2%)	2,461.50
Preliminary engineering	1,600.00
Anticipated Total Cost..........	$23,753.60

As per the agreement executed between the City and State, City is to pay all costs in excess of $20,000. As the contract cannot be awarded until the City has deposited its share of the cost, will you at your very earliest convenience please forward a check to this office in the amount of $4,000 made payable to the Oregon State Highway Commission.

Very truly yours,

H. S. Cox
County and City Engineer

by

R M Allison
R. M. Allison
Field Engineer

RMA:mm

NOTED
V. R. JONES

RECEIVED
JUL 13 1964
FOR FILING

Salem, Oregon
July 10, 1964

$250,000 Special City Fund Project
First Avenue
City of Sandy

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. R.H. Prange
Field Engineer

Attached is a partially signed copy of an agreement with the City of Sandy covering the Special City Allotment project on First Avenue in City of Sandy.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, City of Sandy.

Secretary

rn
Attach: 1

Salem, Oregon
May 28, 1964

NOTED
R. M. ALLISON

NOTED
H. S. COX

First Avenue
Scenic Avenue to Pleasant St.
City of Sandy

Mr. F. D. Morgan

Construction Engineer

OFFICE

Attention: Mr. Ben Gifford

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Subject location data is returned herewith.

The location as submitted is essentially that which was requested by the City and approved by the State Highway Commission.

Some adjustment of the line was necessary due to right of way acquisition. Essentially, the original center line was moved five feet east in order to clear certain properties that could not be acquired without condemnations.

The foregoing matters have been discussed with Mr. Hall.

RM Allison
R. M. Allison
County & City Field Engineer

RMA:eb

cc: Frank Hall

NOTED
V. R. JONES

1964 - [illegible]

THE CITY OF *Sandy* *Gateway to the Mount Hood Playground*
INCORPORATED 1913
SANDY, OREGON

OFFICE OF
CITY RECORDER
RUTH LOUNDREE

NOTED
R. M. ALLISON

May 14, 1964

NOTED
DON HARWELL

[illegible]
[illegible] FRANCE

Robert M. Allison
Field Engineer
County and City Division
403 State Highway Building
Salem, Oregon 97310

Dear Mr. Allison:

Final details for needed right-of-way on the First Street project were completed this afternoon, May 14.

The City how has acquired, by deed, the necessary property from the three property owners on the East side of First Street. In addition the City has a deed for a 5-foot right-of-way on property to the West of First Street from the Sandy Grade School District.

The necessary working easement has also been obtained from the Community-Presbyterian Church.

The deeds and easement are available for your inspection in the office of the City Recorder.

NOTED
V. R. JONES

Very truly yours,
Ruth Loundree
Ruth Loundree,
City Recorder

RECEIVED
MAY 18 1964
ENGINEER
COUNTY & CITY DIVISION

2 19 64

RECEIVED
FEB 20 1964

[illegible]

Prefix No. 303-1414

LOCATION PROSPECTUS
FIRST AVENUE SECTION
CITY OF SANDY
CLACKAMAS COUNTY

STREET: First Avenue, City of Sandy. Not on State or Federal Highway System.

TERMINI: The northerly terminus is at the intersection of First Avenue and Scenic Avenue. The southerly terminus is at the intersection of Proctor Avenue (Mt. Hood Highway) and First Avenue.

LENGTH: Approximately 1,000 feet.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. The project is to be constructed with 1964 Special City Allotment Funds.

TYPICAL SECTION: Two 10-foot travel ways with 2-foot shoulders

BASE DESIGN: The approved base design for construction is:

Paving	3" A.C.
Top Course Base	2" Leveling
Bottom Course Base	10" Coarse Base
Total Depth	15"

MATERIAL SOURCE: Sources of material will be determined during the survey.

ADDITIONAL FACILITIES: The City of Sandy will make adjustments for water mains and all arrangements for required utility adjustments. There are no railroad crossings or major stream crossings.

AGREEMENTS: Routine negotiations for Special City Allotment.

February 19, 1964
Attachment

cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. E. Johnson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

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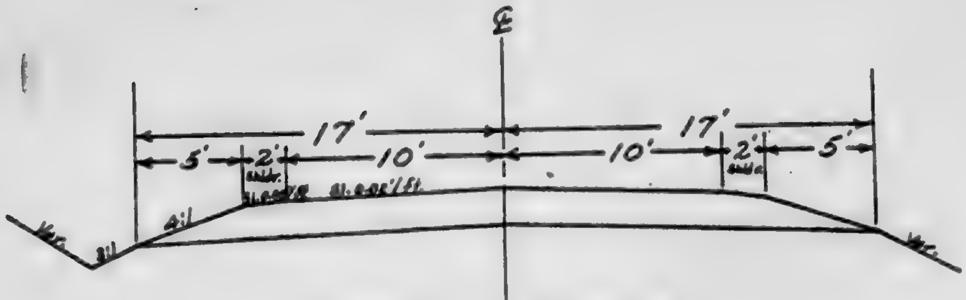
FEB 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER

PROSPECTUS MAP

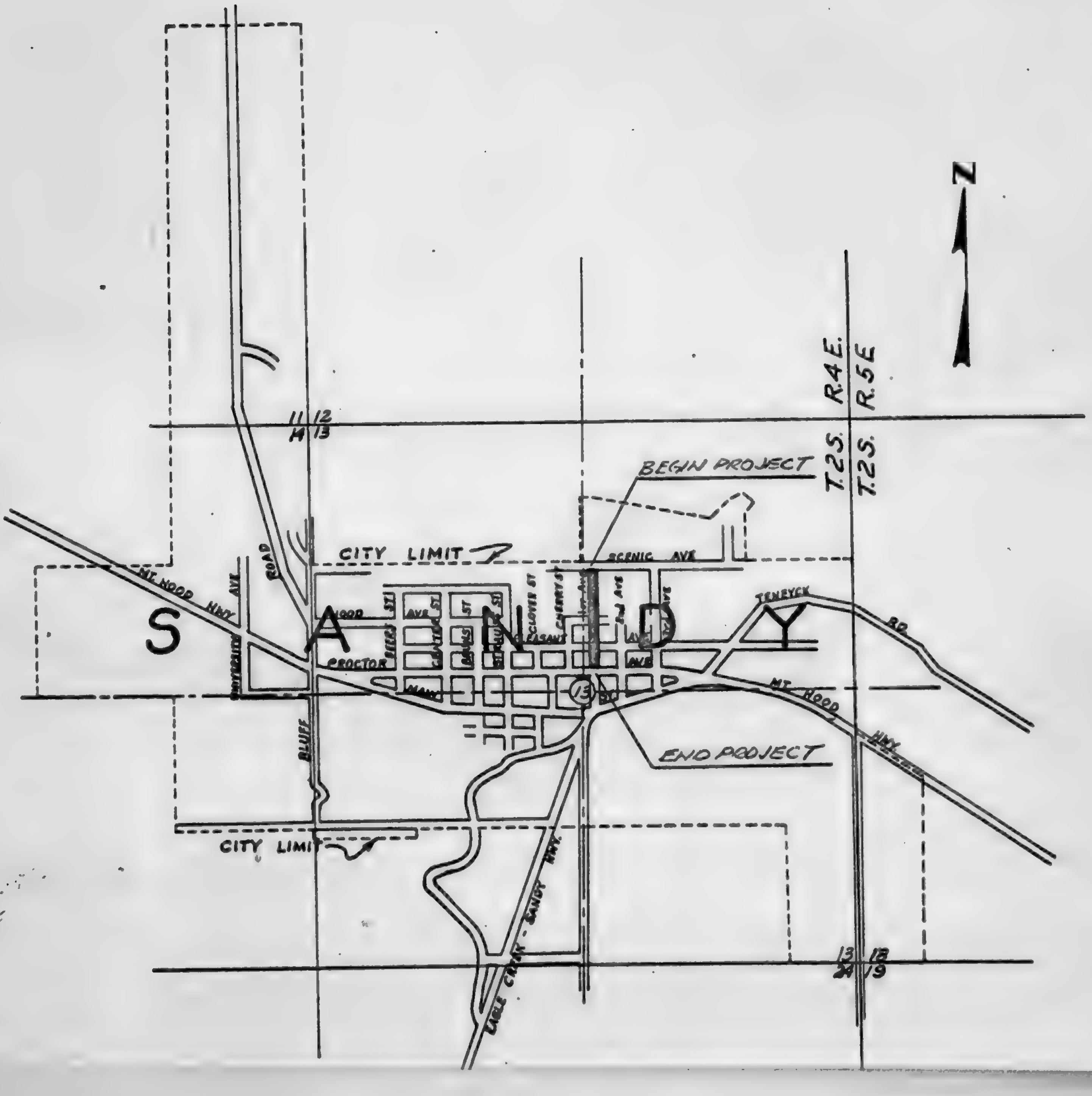
1ST AVE SCENIC AVE – PROCTOR AVE
CITY OF SANDY
CLACKAMAS COUNTY

Scale in Feet
800 0 800 1600



℄
17'
17'
5'
2' Shldr.
10'
10'
2' Shldr.
5'
Sl. 0.05'/Ft.
Sl. 0.02'/Ft.
4:1
3:1
Var.
Var.

TYPICAL SECTION



N
R.4E.
R.5E.
T.2S.
T.2S.
11 12
14 13
BEGIN PROJECT
END PROJECT
CITY LIMIT
CITY LIMIT
SCENIC AVE
S A N D Y
MT. HOOD HWY
MT. HOOD HWY
ROAD
HOOD
AVE
PROCTOR
MAIN
PLEASANT
CLOVER ST
CHERRY ST
2nd AVE
AVE
TENEYCK RD
BLUFF
13
EAGLE CREEK - SANDY HWY.
13 18
24 19

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

PROPOSED PROPOSED

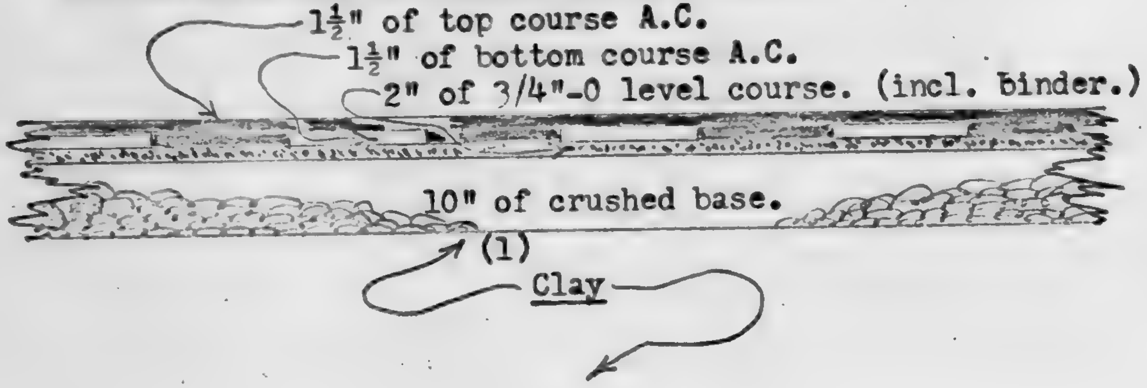
Section 1ST AVENUE Highway CITY OF SANDY County CLACKAMAS Prefix

Res. Engr. Length of Project Miles. N. Sta. Scenic Ave. to S. Sta. Proctor Ave. Date 1-10-64

RECEIVED 1964

TYPICAL SECTIONS *Traffic Classif. - MEDIUM

SOIL SURVEY AND RECOMMENDED PROJECT BASE DESIGN
SUBMITTED AT THE REQUEST OF COUNTY - CITY.


1½" of top course A.C.
1½" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
10" of crushed base.
(1)
Clay

(1)
Typical Soil

48	LL
24	PI
98	% P10
83	% P200
2	% Gravel
3	% C Sand
12	% F Sand
29	% Silt
54	% Clay
10	"R" Value (Corrected)

AASHO CLASSIF. - A-7-6 (16)

*Information on Traffic furnished by County-City.

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			3	A
			2	Level
			10	Cr Base
15			15	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

NOTED LLOYD P. SHAW

Submitted by J W Yarbrough
Staff Assistant

Recommended by L. L. Decker
Construction Engineer

Recommended by
Engineer of Materials

Approved by Lloyd P. Shaw
Deputy State Highway Engineer

cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

1-10-64

PAVEMENT TYPE SELECTION

1ST AVENUE
CITY OF SANDY
CLACKAMAS COUNTY

Principal Factors Governing Selection

1. Traffic Classification: MEDIUM Present ADT 200 1980 ADT 300 % Heavy Vehicles 5-10
(NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration ______ Annual ~~Rainfall~~ Precipitation 45"±

4. Performance of Similar Pavements in Area: Good x Fair ______ Poor ______
Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C. or Oil

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers A.C.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an A.C. wearing surface has been selected.

Spec, Gen

11-12-63

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Sandy is an incorporated city of the State of Oregon and has a population of 1264 as given by the latest official census; and

WHEREAS, the following streets of said city, First Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

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NOV 25 1963
ENGINEER
COUNTY & CITY DIVISION

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Sandy does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Mayor Mike Paluck as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 12th day of November, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------ -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sandy at a regular or special meeting of said Council, held on the 12th day of November, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 13th day of November, 1963

Ruth Loundre
City Recorder

cc-50 (1959 Rev.)

THE CITY OF **Sandy** *Gateway to the Mount Hood Playground*
INCORPORATED 1913
SANDY, OREGON

OFFICE OF
CITY RECORDER
RUTH LOUNDREE

NOTED
H. S. [illegible]

November 5, 1963

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON
Cop[illegible]

Robert M. Allison
Field Engineer
County and City Division
403 State Highway Bldg.
Salem 10, Oregon

Dear Mr. Allison:

Mayor Mike Paluck has asked that I write you regarding the Council's action for proposed street improvements.

A motion was made and passed at last night's Council Meeting to rescind the motion to seek state aid for improvements on Third Street.

A motion was then made and passed to make application for improvements to First Street from Pleasant Avenue north to Scenic Street as costs for obtaining right-of-way, cost of needed fill, abandoning an existing street and that First Street would serve as adequately as Third as originally planned.

In addition to the above information, the proposed retirement development is still in the future and construction in the First Street area is in progress. The new Community Church has started clearing for construction and a 16-unit apartment building is planned for early spring.

The Mayor and Council members would appreciate your earliest consideration of this proposed improvement.

Very truly yours,

Ruth Loundree

Ruth Loundree,
City Recorder

NOTED
[illegible]

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NOV 6 1963
ENGINEER
COUNTY & CITY DIVISION

4-1-63

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of **Sandy** is an incorporated city of the State of Oregon and has a population of **1186** as given by the latest official census; and

WHEREAS, the following streets of said city, **3rd Avenue**

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

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COUNTY & CITY DIVISION

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

c-50 (1959 Rev.)

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of **Sandy** does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate **John E. Mills** as the official representative of the city in all negotiations resulting from this request.

Passed and approved this **1st** day of **April**, 19**63**.

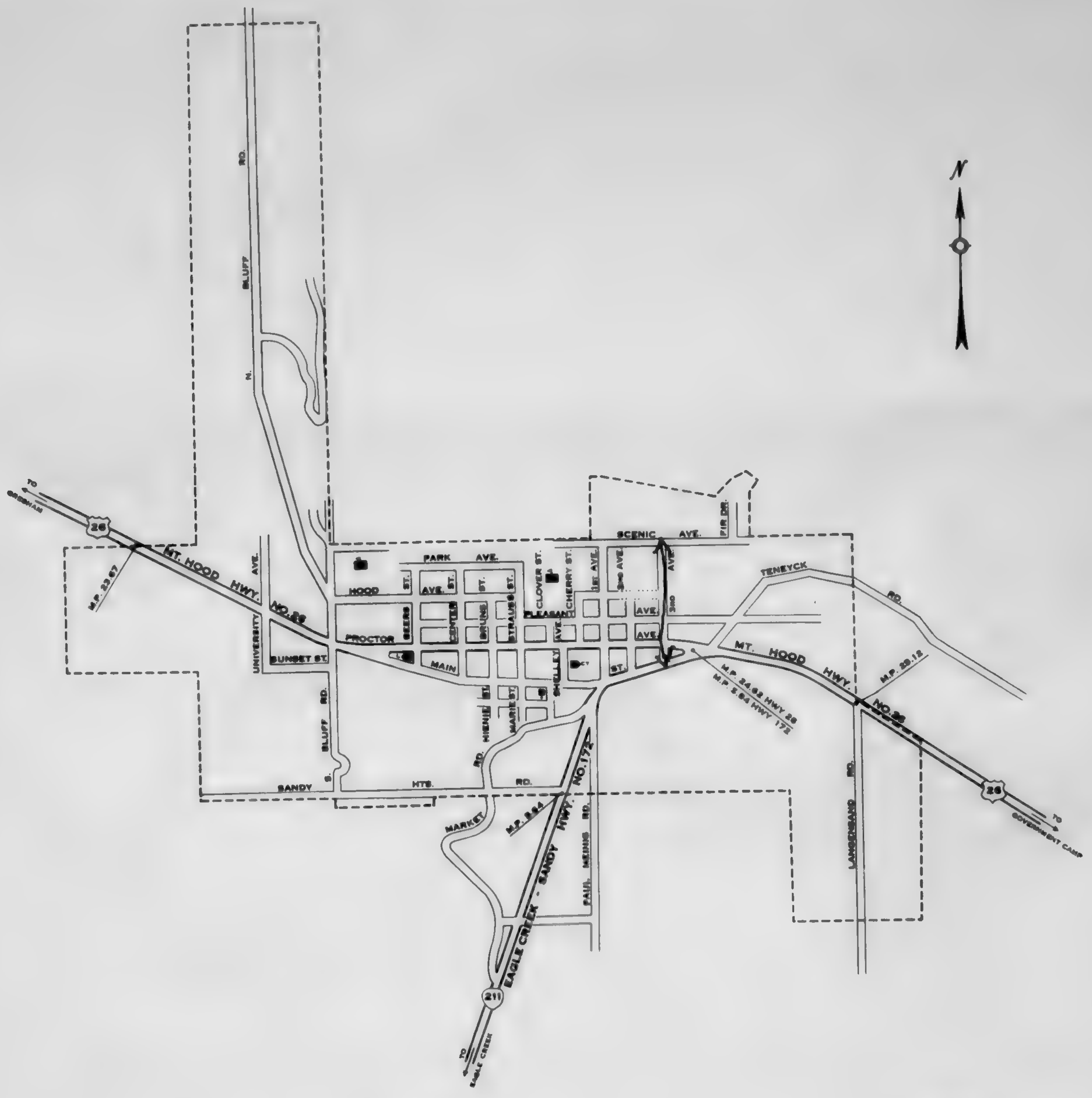
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of **Sandy** at a regular or special meeting of said Council, held on the **1st** day of **April**, 19**63**, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 27th day of June, 1963

Ruth Loundree
City Recorder

cc-50 (1959 Rev.)


N
N. BLUFF RD.
TO GRESHAM
26
M.P. 23.67
MT. HOOD HWY. NO. 26
UNIVERSITY AVE.
PARK AVE.
HOOD AVE.
ST.
ST.
ST.
ST.
CLOVER ST.
CHERRY ST.
1ST AVE.
2ND AVE.
3RD AVE.
SCENIC AVE.
FIR DR.
TENEYCK RD.
PLEASANT AVE.
AVE.
AVE.
BEERS
CENTER
BRUNS
STRAUSS
PROCTOR
SUNSET ST.
MAIN ST.
SHELLEY
MENIG ST.
MARIE ST.
S. BLUFF RD.
SANDY HTS. RD.
RD.
MARKET RD.
M.P. 24.62 HWY 26
M.P. 5.64 HWY 172
MT. HOOD HWY. NO. 26
M.P. 25.12
LANGENSAND RD.
26
TO GOVERNMENT CAMP
M.P. 5.64
EAGLE CREEK - SANDY HWY. NO. 172
PAUL MEINIG RD.
211
TO EAGLE CREEK

SIGNED ROUTES

INTERSTATE 5
U.S. 30
ORE. 22

LEGEND

Post Office
School
R. R. Depot
Public Bldg.
CY – City Hall
CT Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.

SANDY

CLACKAMAS COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,147

Scale in Feet

November 1, 1960

S-255(8) Marine Dr.-N. E. Shaver St. 1964
Sec. of FAS 654, 122nd Ave.
#6481 (Grad. & Pav.)

(MA) 9727

RECEIVED
JUN 20 1966

FOR FILING
S-255(8)

A

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: June 16, 1966

In reply refer to: 08-35.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L R Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Federal-aid Voucher Payment

The below listed Final Voucher has been approved for payment in the amount submitted:

Voucher No. 13	Project S-255(8)	($177.91)

orig to Maison 6-17-66
copy to Young 6-28-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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MAR 17 1966

[illegible]

S-255(8)

6481

March 16, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Federal-Aid Project Acceptance
Project No. S-255(8)

Dear Sir:

The State Highway Commission on January 13, 1966, authorized acceptance of Contract No. 6481, Marine Drive-N.E. Shaver Street Section in Multnomah County, Federal-Aid Project No. S-255(8).

Attached or listed below are data necessary for your acceptance of the project.

All participating work under State Force Order
by State Forces, or others, was completed 7-29-65.

Attachments are as follows:

Laboratory Materials Certification
Statement of Underruns and Overruns
Monthly Project Cost Report (E-256)
Construction Engineer's Statement

Your acceptance of the project is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NKG:ed
cc: C. H. Maison
F. D. Morgan
R. N. Chase

RECEIVED
JAN 14 1966

FOR FILING

5-255 (8)
6481

January 14, 1966

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6481 awarded to Warren Northwest, Inc., for grading and paving on the Marine Drive-N.E. Shaver Street Section of FAS 654 (122nd Ave.) in Multnomah County was completed on July 29, 1965, and accepted by the Highway Commission on January 13, 1966.

Final payment, in the amount of $9,687.83 will be released to the contractor after January 21, 1966. The total contract amount is $201,337.54 including $441.46 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Warren Northwest
A Div. of Warren Bros. Co.
P. O. Box 7675
Portland 20, Oregon

Ward Cook-Rodgers Ins. Co., Inc.
Title and Trust Building
Portland 4, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 14 1966
FOR FILING

S-255(8)

6481

January 13, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed July 29, 1965, on Contract No. 6481. The contract was with Warren Northwest, Division of Warren Bros. Co. and was for grading and paving on FAS 634 (122nd Avenue) in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 13, 1966, and that you concur in this procedure at the Commission meeting on January 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Nelson
A. E. Johnson

bg

F. B. Klaboe

FORM E-30 SOM 5-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1966

SUBJECT:

To:
Mr. F. D. Morgan
Construction Engineer
BUILDING

Following is the information you requested regarding the late submittal of the semi final estimate on the Marine Drive-N. E. Shaver Street Contract 6481.

This contract was completed July 29, 1965. Spencer Hill, Assistant Multnomah County Construction Engineer advises that he was unable to get extra work bills, wage certification, etc. from the contractor until September 24. He submitted the semi final to Division Office September 29. On September 28, the Division was informed that a penalty for non-specification asphalt was to be collected. Multnomah County Engineer sent Price Agreement No. 1 to contractor for this penalty on October 7, but did not receive it back until November 19. It was forwarded to Division November 22, received this office November 26 and delivered to Office Engineer December 1.

The semi final was held in Division from September 29 to October 11 pending receipt of the price agreement and was delivered to this office on that date at my request to expidite.

Semi was delivered to Office Engineering on October 11, and handed to Ted Boehme, Checking Engineer, on October 18. Because of errors in calculations, he returned the data to the field on October 29 for rechecking. Multnomah County Engineer was on vacation for three weeks so did not get data rechecked until November 23. Boehme received the data back from the field on November 26 (Friday) and released the estimate to Office Engineering on Monday, November 29. They forwarded it to accounting for voucher preparation on December 2. Final voucher was made up December 9 and mailed to the contractor on December 10.

Edwin A Pease

E. A. Pease
Construction Office Engineer

EAP:nh

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DEC 14 1965
FOR FILING
S-255(8)

OREGON STATE HIGHWAY DEPARTMENT

Dec. 10, 1965

Accounting Division ( )
Bridge Division ( )
Construction Division ( )
Traffic Division ( )
Division Engineer, No. __ ( )
Maintenance Division ( )
(Seeding & Mulching Sec.)

Project No. S-255(8), Marine Drive-N.E. Shaver Street Section, Contract No. 6481, Prefix 526-1022, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by December 31, 1965, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:ia

5-255 (8)

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: July 31, 1965

SECTION: FAS 654 (122nd Avenue)

SECTION PREFIX: 526-1022

HIGHWAY: N.E. 122nd Ave.

COUNTY: Multnomah

NAME OF JOB: Marine Drive - NE Shaver St. Section

KIND OF WORK: Grading & Paving

CONTRACTOR: Warren Northwest, A Division of Warren Bros. Company

CONTRACT NUMBER: 6481

FEDERAL AID PROJECT NUMBER: 5-255 (8)

DATE OF CONTRACT: July 27, 1964

DATE WORK STARTED: August 20, 1964

ESTIMATED COMPLETION DATE: Completed July 29, 1965

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 16 SUPERVISION: 4

SPECIFIED WORK DAYS: 50

WORK DAYS USED: 62

PROJECT AUTHORIZATION: $ 218,975.04

ENGINEERING AUTHORIZATION: To be done by $ County

PERCENT OF TIME ELAPSED: 124

EXCLUSIVE OF ENGINEERING: $ 218,975.04

ENGINEERING COST TO DATE: $

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 218,975.04

PERCENT OF AUTHORIZATION: %

ESTIMATED PERCENT: OVERRUN UNDERRUN . . . . . . 0 %

DATE PROJECT WAS COMPLETED: July 29, 1965

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.24	1.24		1.24	1.24
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.24	1.24		1.24	1.24
TOTAL ESTIMATED QUANTITIES (CONTRACT)	17,000	44,300		0.58	8400
TOTAL QUANTITIES CORRECTED TO DATE	17,000	45,000		0.38	8200
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	17,000	45,000		0.38	8200
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:
Paving Plant, Six 10 Ton Dump Trucks, Blaw Knox Paver, Barber Green Paver, 3 Rollers.

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fair		
MONDAY	"		
TUESDAY	"		
WEDNESDAY	"		
THURSDAY	"		
FRIDAY			
SATURDAY			

CONSTRUCTION DIVISION
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AUG 1965

BEN [illegible] ORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Paved on west side roadway Sta. N 2+00 to N 10+50 Paved centerlane Sta N 5+50 to N 10+50
TUESDAY	Paved on west side of roadway, Sta. N 14+00 to Marine Drive including intersection.
WEDNESDAY	Paved west lane of roadway from Sta N 10+50 to Marine Drive. 2nd Coat of Paint applied to Guard Rail.
THURSDAY	Paved Sta S 18+50 to S 24+00 and connection to Old 122nd Ave. Set 5 Monument Boxes.
FRIDAY	No Work.
SATURDAY	

REMARKS

SIGNED Spencer Hill

ADDRESS 3115 S.E. Morrison, Portland, Oregon 97214

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
JAN 26 1965

FOR FILING

December 15, 1964

Warren Northwest,
a Division of Warren Bros. Co.
P.O. Box 7675
Portland 20, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 15, considered your request for 15 additional workdays to complete Contract No. 6481 for grading and paving Marine Drive-N.E. Shaver Street Section of FAS 654 (122nd Avenue) in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for the 15 additional workdays.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc
A. E. Johnson
Paul C. Northrop
F. D. Morgan
L. H. Young
C. H. Maison

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 24, 1964

SUBJECT: Extension of Time
Marine Dr.-N.E. Shaver St. Section
FAS 654 (N.E. 122nd Avenue)
Contract No. 6481

To:

Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from Warren Northwest, a Division of Warren Brothers Company, contractor on the subject project for an extension of 15 workdays without the assessment of liquidated damages.

The contractor's request is based on a delay in receiving approval of railroad insurance from the Union Pacific Railroad Company.

Bids for this project were received on July 13, 1964 and the contractor was notified on July 14 that he was the low bidder and the contract would be awarded as soon as certain conditions were met. The contract was awarded July 27, 1964 and the beginning date of workday count was August 10, 1964. The contract special provisions clearly state that railroad insurance is required. The contractor did not submit the original insurance policy to the Railroad for approval until August 14 and the Railroad notified the contractor of its' approval on August 27, 1964. The contractor had 13 days in which to secure the insurance policy between the time they knew they were the low bidder and the date of award and another 14 days from the award date to the beginning date of workday count. The Railroad approved the insurance policy in 13 days.

Therefore, the contractor had ample time following the notification that he was the low bidder in which to secure the required insurance the submit it to the Railroad and the length of time which the Railroad took to approve the insurance was not unreasonable.

We recommend that the requested extension be denied. As of November 13, 1964, 55 workdays had been charged, indicating an overrun of 5 days amounting to $700.00 in liquidated damages. The anticipated completion date for this contract is June 1, 1965.

This is a Federal-aid Secondary project and Bureau of Public Roads concurrence

Notice of low bid July 14
Cont. awarded July 27
Start day [illegible] Ins. [illegible] Aug 6
Policy to RR Aug 14
Notice of Ins. OK Aug 21

CONSTRUCTION DIVISION
RECEIVED
NOV 27 1964
NOTED- ☐ ☑ ☐ ☐ ☐

NOTED
LLOYD P. SHAW

is not required; however, the matter has been discussed with the Area Engineer.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

DES:fp
Attach.
cc: L. H. Young
A. E. Johnson

RECEIVED
[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 24, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 50 days to 65 days, within which to complete our Contract No. 6481, without the assessment of liquidated damages. The said contract is described as follows:

Oregon State Highway Project - Marine Drive - N.E.Shaver Section of 122nd.Avenue

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Please refer to letter attached, dated October 19, 1964

Respectfully submitted,

WARREN NORTHWEST, A Division of
Warren Brothers Company
Contractor

By Glenn P. Snyder
Glenn P. Snyder, General Superintendent

CONSENT OF SURETY

Date October 26, 1964

We, FEDERAL INSURANCE COMPANY, duly organized under the laws of the state of New Jersey and authorized to do business in the state of Oregon., as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

FEDERAL INSURANCE COMPANY
J. O. Anderson
Attorney-in-fact
J. O. ANDERSON
WARD COOK-RODGERS INSURANCE CO., INC.
J. O. Anderson
Oregon
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6481 Contractor Warren Northwest

Highway N.E. 122nd Ave.

Section Marine Drive N.E. Shaver Street

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~XXXXXXXX~~. The reasons for such recommendation [illegible] follows:

Delay in securing Railroad's approval of insurance policy was due to contractor's delay in submitting the policy to the Railroad.

Recommended for Approval:

Ass't Division Engineer

Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 6481

Project designation S-255(8)
State-Federal

Date awarded July 27, 1964

Work started August 20, 1964

Per cent completed ~~XXXXXXXXXXXXXX~~ 75% as of 11-13-64
Date

No. of Workdays Allowed 50

No. of Workdays Used ~~45~~ 55 as of 11-13-64

No. of Added Workdays Requested ~~XX~~ 0

WARREN NORTHWEST
A DIVISION OF WARREN BROTHERS COMPANY

HIGHWAY AND ROAD CONTRACTORS
ASPHALTIC CONCRETE PAVING
INDUSTRIAL — COMMERCIAL

BRANCHES...
PORTLAND — BEAVERTON
STAFFORD — CANBY

TELEPHONE 288-5670

P. O. BOX 7675
PORTLAND 20, OREGON

October 19, 1964

Multnomah County Road Department
2115 S. E. Morrison
Portland 14, Oregon

Attention: Mr. Spencer Hill, Resident Engineer

Subject: N. E. 122nd. Avenue Project; Contract 6481 - F.A.S. 654

Gentlemen:

I am requesting an extension of fifteen (15) work days on the above mentioned project, due to the delay, beyond our control, of acquiring Railroad Insurance Approval in order to start this project. Warren Northwest sent to Union Pacific Railroad Company an insurance binder on August 6, 1964, while the original policy was being written. This binder was rejected, as the Union Pacific would accept only the Original policy for consideration. On August 14, 1964 Warren Northwest received the original policy from their insurance carrier, at which time they hand-delivered the policy to the Union Pacific Railroad Company, along with a letter stating the urgency of getting said policy approved. On August 27th., 1964, Warren Northwest, as well as the contracting agencies were notified that the policy was finally acceptable with all technical changes and rewordings made to the satisfaction of the Union Pacific Railroad Company. During this time, R. A. Heintz Company, subcontractor, started excavation on the northerly end of the project on August 20th., hauling to a dump on the project located north of the railroad overcrossing. August 21st., the excavating contractor started the excavation on the southerly end, with a loader and trucks, hauling the excess excavated material off the project to another dump, with considerable added expense in "Haul", in order to expedite the contract by making it possible to get the several phases started. The majority of this excavated material had been slated to be moved with scrapers and hauled to a job-site dump that was adjacent to the project rather than be trucked several miles off the project.

This delay was caused by the Union Pacific Railroad Company taking what this company feels was an excessive amount of time to consider and approve our railroad insurance which we needed for permission to haul and work under the railroad overcrossing.

Warren Northwest does not feel that it was the intent of the specifications to force a contractor to bid higher in order to cover an off-the-project haul, when suitable dump sites were available adjacent to the project, pending approval of the railroad insurance.

ROUTING
Northrop
Kalinoski
Bennett
Brown
Beyer, F.
Clothier
Hall
Merrill
R of Way
Wheatley
Pat Kerslake
Rennick
Byhre, J.
Lulay
Shaw
Spencer
Hill

October 19, 1964

Multnomah County Road Department
2115 S. E. Morrison
Portland 14, Oregon

Attention: Mr. Spencer Hill, Resident Engineer

We realize that the days which were remaining to us to complete this project were not 100% productive, however this is a fact that is always considered by a Contractor when he bids a job. The total days as established by the contract is what the Contractor uses to determine whether he can keep the project within the time allotted. When a Contractor loses working days because of a reason such as is stated above it works a hardship on his scheduling and often times makes it impossible for him to meet the completion date.

We sincerely hope you will give every consideration to the above request.

Most respectfully,

WARREN NORTHWEST, A Division of
Warren Brothers Company

Glenn P. Snyder

Glenn P. Snyder
General Superintendent

GPS:ms

cc: R. W. Sim, Superintendent
Portland Branch
Warren Northwest

RECEIVED
DEC 7 - 1964
FOR FILING

6481

December 4, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 5
December 15, 1964 Meeting

Gentlemen:

We have received a request for an extension of time from Warren Northwest, a Division of Warren Brothers Company, contractor on the Marine Drive-N. E. Shaver Street Section of FAS 654 in Multnomah County, Contract No. 6481. The request is for an extension of 15 workdays based on a delay in securing approval of the Union Pacific Railroad Company for the contractor's railroad insurance policy.

Bids for this contract were received on July 13, 1964. The contractor was notified on July 14 that he was the low bidder and the contract would be awarded as soon as certain conditions were met. The contract was awarded on July 27, 1964, and the workday count began on August 10, 1964. A total of 50 workdays was allowed for completion of the project.

The contractor did not submit the original insurance policy to the Railroad until August 14, 1964, 14 days after date of award. The Railroad notified the contractor of its approval August 27, 1964. Therefore, the delay in securing Railroad's approval was due to the contractor's delay in submitting the insurance policy.

We recommend that the requested extension be denied. This is a Federal-aid secondary project and the anticipated completion date is June 1, 1965.

This matter will be presented for your consideration at the meeting on December 15.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. E. Johnson

LPS:ajw bbc

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. AUG 1 1964	PR-2 (2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. (Y) 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Multnomah PROJECT NO. S-255(8)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Marine Dr. to N.E. Halsey St.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-19-64	1.201
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 222,653.00	$ 140,100.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd B. Shaw

Assistant State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

L. R. Backlund

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer August 7, 1964

Oregon State Highway Department

Federal Aid Secondary
Project No. S-255(4)

[illegible] - S.E. [illegible] STREET SECTION

OF 122ND AVENUE IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 29, 1964

Type Code 6201
2-Lane Roadway (Sta. "Y" 40+15.57 to Sta. "Y" 10+50) (Contract (4[illegible]1)

Drainage Excavation, Unclassified	50 cu.yds.	$ 2.50	$ 125.00
General Excavation, Unclassified	10,400 cu.yds.	0.90	9,360.00
Finishing Roadbed and slopes	0.56 miles	500.00	280.00
Special Backfill in Drains	60 cu.yds.	5.90	354.00
Adjustment of Manholes	1 only	25.00	25.00
Setting Monument Boxes	1 only	25.00	25.00
Metal Guard Rail	300 lin.ft.	3.25	975.00
Coarse Crushed Material in Base	11,400 tons	2.55	29,070.00
3/4"-0 Material in Base	1,520 tons	2.70	4,104.00
Sprinkling	225 m-gals	2.70	607.50
Preparation of Base	0.56 mile	425.00	238.00
1/2"-1/4" Material in Binder Course	114 cu.yds	3.75	427.50
RC-800 Asphalt	16 tons	42.00	672.00
Class "B" Asphaltic Concrete	2,470 tons	6.05	14,943.50
Asphalt in Tack Coat	3 tons	55.00	165.00
			$ 61,371.50
Flagging (57½% of Contractor's Cost)	All Required (45%)		675.00
	Subtotal		$ 62,046.50
	10% Engr. & Cont.		6,204.50
	Total		$ 68,251.00

Length of Roadway.........................0.562 miles

Cost of Roadway Per Mile...$ 121,379.00

Type Code 6201
4-Lane Roadway (Sta. "N" 10+50 through Equation "N" 0+09.57 = "S" 0+67.17 to Sta. S 24+00) (Contract 6431)

Removal of Misc. Concrete and Masonry	All	Required		$ 300.00
Drainage Excavation, Unclassified	270	cu. yds.	$ 2.50	675.00
General Excavation, Unclassified	6,000	cu. yds.	0.90	5,400.00
Finishing Roadbed and Slopes	0.65	miles	500.00	325.00
8-inch Sewer Pipe	230	lin. ft.	1.90	437.00
Concrete Inlets, Type G	20	only	68.00	1,360.00
Concrete Inlets, Type CG	4	only	78.00	312.00
Concrete Manholes	1	only	250.00	250.00
Adjustment of Manholes	11	only	25.00	275.00
Concrete Curbs	280	cu. yds.	30.00	8,400.00
Concrete Driveways	80	sq. yds.	4.00	320.00
Concrete in Islands	20	cu. yds.	26.50	530.00
Setting Monument Boxes	4	only	25.00	100.00
Salvage and Reinstall Guard Rail	150	lin. ft.	2.50	375.00
Coarse Crushed Material in Base	27,500	tons	2.55	70,125.00
3/4" - 0 Material in Base	3,200	tons	2.70	8,640.00
3/4" - 0 Uncrushed Material in Walks	450	cu. yds.	4.60	2,070.00
Sprinkling	490	M-gal.	2.70	1,323.00
Preparation of Base	0.65	miles	425.00	276.25
1/2" - 1/4" Material in Binder Course	250	cu. yds.	3.75	937.50
RC-800 Asphalt	40	tons	42.00	1,680.00
Class "B" Asphaltic Concrete	5,800	tons	6.05	35,090.00
Asphalt in Tack Coat	7	tons	55.00	385.00
				$139,585.75
Flagging (57½% of Contractor's Cost)	All	Required(55%)		$ 780.00
	Subtotal			$140,365.75
	10% Engr. & Cont.			14,036.25
	Total			$154,402.00

Length of Roadway - - - - - - - - - - - - - 0.639 Miles
Length of 2 Structures - - - - - - - - - - 0.000 Miles
Total Length - - - - - - - - - - - - - - - 0.639 Miles
Cost of Roadway Per Mile - - - - - - - - $241,630.67

Summary of Funds

Description	Total Cost	Federal Funds	State Funds	County Funds
2 Lane Roadway	$ 68,251.00	$ 42,900.00	$ 12,675.50	$ 12,675.50
4 Lane Roadway	154,402.00	97,200.00	28,601.00	28,601.00
	$222,653.00	$140,100.00	$ 41,276.50	$ 41,276.50

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

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SEP 24 1964

FOR FILING

S

6481

July 27, 1964

Warren Northwest,
A Division of Warren Brothers
P. O. Box 7675
Portland 20, Oregon

Gentlemen:

The State Highway Commission on July 14 accepted your proposal for grading and paving on Marine Drive-N. E. Shaver Street Section of FAS 654, 122nd Avenue in Multnomah County for the sum of $206,445.50 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6481.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Pacific Builder & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L. H. Young
R G. Savage (SIAC)

RECEIVED
JUL 27 1964
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
July 15, 1964

FAS-C Construction Agreement
Marine Drive-NE Shaver Street Section
FAS 654, Multnomah County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. V.R. Jones
Planning Engineer

Attached is a partially signed copy of FAS-C Construction Agreement with Multnomah County covering the Marine Drive-NE Shaver Street Section of FAS 654, Multnomah County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Board of County Commissioners, Multnomah County.

Secretary

rn
Attach: 1

RECEIVED
JUN 8 1964
FOR FILING

RECEIVED
ROADMASTER'S OFFICE
JUN 4 9 30 AM '64
MULTNOMAH COUNTY
OREGON

COMMISSIONERS
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

June 3, 1964

(Marine Drive - N.E. Shaver St. Sec.
FAS 654, 122nd Ave. Mult. Co.
Stone Base + Pave)

Mr. A. N. Brown
Construction Engineer
Division of Roads and Bridges
2115 S. E. Morrison
Portland, Oregon

Dear Sir:

Your letter of June 1, 1964 and attached vicinity map showing your proposed project for N. E. 122nd Avenue, from N. E. Shaver Street to N. E. Marine Drive, has been reviewed by this agency. No fisheries problems are anticipated as a result of the project.

We appreciate the opportunity to review and comment on the proposed project.

Sincerely,

Robert W. Schoning
ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

cc. Bureau of Public Roads
State Highway Department
Oregon State Game Commission

ROUTING

Northrop _____
Kalinoski _____
Bennett _____
✓ Brown _____
Boyer _____
Clothier _____
Driver _____
Hall _____
Merrill _____
Myers _____
R of Way _____
Wheatley _____
Pat Kerslake _____
Lulay _____
_____
_____

RECEIVED
JUN 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

S-514(2) Blue Lake-Sundial Sec. of 1964
FAS 647 (N.E. Marine Dr.)
#6482 Grad. and Pav.

C&A
2726

RECEIVED
SEP 7 - 1965
FOR FILING

5-514 (2)

6482

September 7, 1965

General Insurance Company
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6482 awarded to Oregon Asphaltic Paving Company for stone base and paving on the Blue Lake-Sundial Section of FAS 647 (N.E. Marine Drive) in Multnomah County, was completed on June 24, 1965, and accepted by the Highway Commission on September 3, 1965.

Final payment in the amount of $15,910.84 will be released to the contractor after September 14, 1965. The total contract amount is $323,106.11 including $840.02 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Oregon Asphaltic Paving Company
1220 S. E. 190th Avenue
Portland 33, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 7 - 1965
FOR FILING

S-514 (2)

6482

September 3, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed June 24, 1965, on Contract No. 6482. The contract was with Oregon Asphaltic Paving Company and was for stone base and paving on FAS 647 in Multnomah County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective September 3, 1965, and that you concur in this procedure at the Commission meeting on September 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

Cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. W. Rulien

srb bg

FORM E-123X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
1965

6410

August 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Bluelake-Sundial Section
FAS 647 - N.E. Marine Drive
Contract No. 6482
Asphaltic Concrete Compaction Results

Dear Sir:

Listed below is a summary of the compaction test results obtained on the above-named project:

Total Tests Taken	56		
Recore Tests	3		
Total Final Tests	53	Ave. % Compaction	94.6
Base Course	35	Ave. % Compaction	95.0
Top Course	18	Ave. % Compaction	93.9
No. Tests below 92%	2	% Tests below 92%	3.8
Base Course	1	% Tests below 92%	1.9
Top Course	1	% Tests below 92%	1.9

NOTED
F. B. KLABOE

The one failing test of the base course was taken in what is to be the future median area at Station 690+00 and considered for informational purposes only. The results of this test was 91.7%. The other failing test had a result of 89.0%. This was taken in the top course at Station 758+71 in the eastbound lane. Two other tests were taken at the same time in the same lane. One was 9 feet and the other 15 feet from the failing test. The results of these two tests were 92.8% and 93.2%.

These results indicate the compaction obtained was substantially above the specified 92%. The one failing test of the top course was a spurious result as two other tests taken in close proximity to it had satisfactory results.

Your acceptance of these results as showing substantial conformance with the compaction requirements is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By MDGlenn

M. D. Glenn
Field Testing Engineer

RECEIVED
AUG 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

MDG:fp
cc F. B. Klaboe
L. H. Young
O. A. White

1

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: June 30, 1965

SECTION: Blue Lake - Sundial

SECTION PREFIX: 526-1023

HIGHWAY: NE Marine Dr. FAS 647

COUNTY: Multnomah

NAME OF JOB: N.E. Marine Drive

KIND OF WORK: Stone Base & Surfacing

CONTRACTOR: Oregon Asphaltic Paving Company

CONTRACT NUMBER: 6482

FEDERAL AID PROJECT NUMBER: S-514 (2)

DATE OF CONTRACT: July 27, 1964

DATE WORK STARTED: Aug. 10, 1964

ESTIMATED COMPLETION DATE: June 30, 1965

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 60

WORK DAYS USED: 59

PERCENT OF TIME ELAPSED: 98%

PROJECT AUTHORIZATION: $ 334,584.96

ENGINEERING AUTHORIZATION: $ Nil

EXCLUSIVE OF ENGINEERING: $ 334,584.96

ENGINEERING COST TO DATE: $ -

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 323,021.98

PERCENT OF AUTHORIZATION: - %

ESTIMATED PERCENT: ~~XXXXXXX~~ UNDERRUN 3.45 %

DATE PROJECT WAS COMPLETED: June 24, 1965

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
	100%	100%		100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.88	2.83		2.83	2.83
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.88	2.83		2.83	2.83
TOTAL ESTIMATED QUANTITIES (CONTRACT)	17660	66900		108	15000
TOTAL QUANTITIES CORRECTED TO DATE	19445	65074		122.58	15012.97
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	19445	65074		122.58	15012.97
AVERAGE DAILY QUANTITIES	1000	1500		50	1000
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0		0	0
NUMBER OF SHIFTS PER DAY					1
HOURS PER SHIFT					8

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	BEN GIFFORD		
FRIDAY			
SATURDAY			

CONSTRUCTION DIVISION
RECEIVED
[illegible] 1965
NOTED WG

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	Job completed.
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SIGNED Eugene P. DiLoreto Eugene P. DiLoreto

ADDRESS 2115 S.E. Morrison Portland, Oregon 97214

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
AUG 1[illegible] 1964

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	PR-2 (Rev. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO.	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Multnomah
		PROJECT NO. S-514(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 0.6 mi. W. Troutdale W. 2.8 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	6-19-64	2.808
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 350,286.00	$ 217,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Shaw
Assistant State Highway Engineer
(Title)

By ______
______
(Title)

By ______
______
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~By~~ A. W. Parsons
(Division Engineer)
By: L R Backlund
L. R. Backlund, Administrative Manager

Date executed by Division Engineer August 7, 1964

Oregon State Highway Department

Federal Aid Secondary
Project No. S-514(2)

BLUE LAKE - SUNDIAL SECTION OF

N.E. MARINE DRIVE IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 29, 1964

Type Code 6201
2-Lane Roadway (Sta. 629+00.04 to Sta. 747+60) (Contract 6482)

Removal of Pavement	680	sq. yds.	$ 0.55	$ 374.00
Drainage Excavation, Unclassified	30	cu. yds.	3.30	99.00
General Excavation, Unclassified	9,900	cu. yds.	1.00	9,900.00
Finishing Roadbed and Slopes	All	Required(80%)		1,760.00
8-inch Metal Culvert Pipe	110	lin. ft.	3.00	330.00
Setting Monument Boxes	10	only	30.00	300.00
Metal Guard Rail	3,600	lin. ft.	2.75	9,900.00
Rail End Pieces	27	only	5.00	135.00
Salvage and Reinstall Guard Rail	400	lin. ft.	1.65	660.00
Guide Posts, W-1	100	only	7.00	700.00
Guide Posts, Y-1	12	only	7.00	84.00
Guide Posts, Y-2	30	only	8.00	240.00
Guide Posts, Y-3	2	only	15.00	30.00
Type 2 Fence	32	rods	8.00	256.00
Salvage and Reinstall Type 2 Fence	22	rods	6.00	132.00
1 1/2" - 0 Material in Base	32,000	tons	2.42	77,440.00
3/4" - 0 Material in Base	7,900	tons	2.65	20,935.00
Sprinkling	600	M-gal.	4.00	2,400.00
Preparation of Base	All	Required(80%)		2,000.00
1/2" - 1/4" Material in Binder Course	400	cu. yds.	5.00	2,000.00
RC-800 Asphalt	58	tons	55.00	3,190.00
Class "B" Asphaltic Concrete	8,500	tons	6.35	53,975.00
Asphalt in Tack Coat	7	tons	80.00	560.00
Extra for Paving Approaches	10	only	30.00	300.00
				$187,700.00
Flagging (57½% of Contractor's Cost)	All	Required(50%)		$ 100.00
	Subtotal			$187,800.00
	10% Engr. & Cont.			18,780.00
	Total			$206,580.00

Length of Roadway - - - - - - - - - - - - 2.223 Miles
Length of 1 Structure - - - - - - - - - - 0.023 Mile (Exception)
Total Length - - - - - - - - - - - - - - 2.246 Miles
Cost of Roadway Per Mile - - - - - - - - $92,928.47

Type Code 6201
4-Lane Roadway (Sta. 747+60 to Sta. 778+50) (Contract 6482)

Removal of Pavement	2,520	sq. yds.	$ 0.55	$ 1,386.00
Drainage Excavation, Unclassified	970	cu. yds.	3.30	3,201.00
Embankment in Place	7,760	cu. yds.	1.00	7,760.00
Finishing Roadbed and Slopes	All	Required(20%)		440.00
18-inch Metal Culvert Pipe	170	lin. ft.	4.00	680.00
24-inch Metal Culvert Pipe	36	lin. ft.	6.50	234.00
36-inch Metal Culvert Pipe	50	lin. ft.	10.00	500.00
Salvage and Reinstall Culvert Pipe	64	lin. ft.	5.00	320.00
Special Manholes	1	only	800.00	800.00
Setting Monument Boxes	2	only	30.00	60.00
Metal Guard Rail	100	lin. ft.	2.75	275.00
Rail End Pieces	3	only	5.00	15.00
Guide Posts, W-1	30	only	7.00	210.00
Guide Posts, Y-2	14	only	8.00	112.00
1 1/2" - 0 Material in Base	20,200	tons	2.42	48,884.00
3/4" - 0 Material in Base	6,800	tons	2.65	18,020.00
Sprinkling	530	M-gal.	4.00	2,120.00
Preparation of Base	All	Required(20%)		500.00
1/2" - 1/4" Material in Binder Course	240	cu. yds.	5.00	1,200.00
RC-800 Asphalt	38	tons	55.00	2,090.00
Class "B" Asphaltic Concrete	6,500	tons	6.35	41,275.00
Asphalt in Tack Coat	5	tons	80.00	400.00
Extra for Paving Approaches	2	only	30.00	60.00
				$130,542.00
Flagging (57½% of Contractor's Cost)	All	Required(50%)		$ 100.00
	Subtotal			$130,642.00
	10% Engr. & Cont.			13,064.00
	Total			$143,706.00

Length of Roadway - - - - - - - - - - - - 0.585 Miles
Cost of Roadway Per Mile - - - - - - - $245,651.28

Summary of Funds

Description	Total Cost	Federal Funds	State Funds	County Funds
2 Lane Roadway	$206,580.00	$128,000.00	$39,290.00	$39,290.00
4 Lane Roadway	143,706.00	89,000.00	27,353.00	27,353.00
	$350,286.00	$217,000.00	$66,643.00	$66,643.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
SEP 24 1964
FOR FILING

6482

July 27, 1964

Oregon Asphaltic Paving Company
1220 S. E. 190th Avenue
Portland 23, Oregon

Gentlemen:

The State Highway Commission on July 14, 1964, accepted your proposal for grading and paving on Blue Lake-Sundial Section of FAS 647 (N. E. Marine Dr.) in Multnomah County for the sum of $318,242.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6482.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
JUL 2 7 1964

FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.______

Salem, Oregon
July 15, 1964

FAS-C Construction Agreement
Blue Lake Road-Sundial Section
FAS 647, Multnomah County

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. V.R. Jones
Planning Engineer

Attached is a conformed copy of FAS-C Construction Agreement with Multnomah County covering the Blue Lake Road-Sundial Section of FAS 647, Multnomah County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Board of County Commissioners, Multnomah County.

Secretary

rn
Enc. 1

1-8325 Baker Rock Prod. Proj. on Four 1964
Hwys. near Baker
#6483

RECEIVED
JUN 9 - 1965

FOR FILING

June 8, 1965

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On June 7, 1965, we wrote to you concerning release of final payment on Contract No. 6483, awarded to N. A. Toole Construction Company, for rock production on the Baker Section of the Old Oregon Trail, Baker-Homestead, Medical Springs and Baker-Unity Highways in Baker County.

Final payment on this contract is $2,310.00 and the total contract amount is $46,065.27. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: N. A. Toole Construction Company
1235 S. W. 2nd Avenue
Ontario, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
JUN 7 - 1965

FOR FILING

[illegible]

6483

June 4, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April ~~24~~ 16, 1965, on Contract No. 6483. The contract was with N. A. Toole Construction Company and was for rock production on the Baker Section of the Old Oregon Trail, Baker-Homestead, Medical Springs, and Baker Unity Highways in Baker County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 4, 1965, and that you concur in this procedure at the Commission meeting on July 13.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

FBK:bg

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: April 30, 1965

SECTION: Baker Rock Production

SECTION PREFIX: 1-8325

HIGHWAY: Four Highways

COUNTY: Baker

NAME OF JOB: Baker Rock Production

KIND OF WORK: Rock Production

CONTRACTOR: N. A. Toold Construction Co.

CONTRACT NUMBER: 6483

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: August 4, 1964

DATE WORK STARTED: January 5, 1965

ESTIMATED COMPLETION DATE: Completed 4-16-65

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:

SPECIFIED WORK DAYS: 80

WORK DAYS USED: 91

PERCENT OF TIME ELAPSED: 114

PROJECT AUTHORIZATION: $ 51,975.00

ENGINEERING AUTHORIZATION: $ 3,696.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 48,279.00

ENGINEERING COST TO DATE: $ 3,349.32

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 45,995.27

PERCENT OF AUTHORIZATION: 91 %

ESTIMATED PERCENT: ~~XXXXXX~~ UNDERRUN 4.7

DATE PROJECT WAS COMPLETED: April 16, 1965

FINAL REPORT

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
						100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			12,000.00		
TOTAL QUANTITIES CORRECTED TO DATE			12,145.98		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			12,145.98		
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

1 transport truck
1 RD 5 Dozer

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED
[illegible] B. CAKES

CONSTRUCTION DIVISION
RECEIVED
MAY [illegible] 1965

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

~~The contractor did~~

The contractor did some work this week moving out equipment and cleaning up the site. The equipment removal and clean up is not completed.

The semi-final estimate was sent to the division office 4-29-65.

FINAL REPORT

SIGNED L. L. Bickerstaff Res. Engr.

ADDRESS Box 269, Baker, Ore.

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
NOV 23 1964
FOR FILING

APPROVED
[illegible]
U.S. [illegible] Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name [illegible] -Smith Interch. Unit, Minn. Frwy Date Oct. 28, 1964

Highway Pacific Contract No. 6483

County Multnomah Prefix 626-1019

Contractor E. P. Baltz & Son F. A. Project No. I-5-6(54)303

Address 9[illegible] E. Burnside St., Portland, Oregon Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging

1. Percentage allowed contractor is in accordance with the executed contract for this project.

Location by station numbers:

Throughout the project.

Estimate of quantities and cost:

Labor	$200.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
State's share of flaging based on 57½% of labor for public protection. Item in original authorization. Work to be done by the contractor. Work has not been started. Standard specifications to apply.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the Division engineer and one to the resident engineer.

Project authorization	$71,468.44
Present estimate of project cost, including $200.00 for work under this order	$67,359.71
Expected under-run ~~over-run~~ amount	$4,108.73
Expected under-run ~~over-run~~ per cent	5.75%

Space to right of this line is for use of Salem Office

Submitted by: /s/ James Don, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ A. V. Benedict, Division Engineer

Approved /s/ L. H. Young, ~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer or~~ Office Engineer.

Copy to Young
11-23-64

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AUG 6 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

6483

August 6, 1964

N. A. Teale Const. Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Gentlemen:

The State Highway Commission on August 4, 1964, awarded to you State Highway Contract No. 6483 for the following project:

Baker Rock Production Project on four highways near Baker, in Baker County.

This award was based on your low bid of $46,200.00 which was submitted to the Commission on July 30, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

3-3904 Government Camp Rest Station, 1964
Mt. Hood Hwy.
#6484

LENNOX
comfort craftsman

Gresham Plumbing & Heating Inc.
1100 EAST POWELL PHONE MO 5-3168

HEATING AND
AIR CONDITIONING
PLUMBING AND
SHEET METAL

GRESHAM, OREGON

April 9, 1965

Floyd Query
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Thank you for your letter of April 7, regarding the Government Camp Rest Station, Mt. Hood, Oregon, and Fitzgerald Construction Company of Klamath Falls, Oregon.

We have received payment of $645.55 from Fitzgerald Construction on the account. We have billed him for two months service charges; amounting to $12.98, which we still carry as a balance owing.

Thank you very much for your attention, assistance and cooperation with this matter.

Sincerely,

Arnold J. Odmark

ARNOLD J. ODMARK
President

GRESHAM PLUMBING & HEATING, INC.

NOTED
FLOYD QUERY

AJO:db

NOTED
C. W. HEAD

LENNOX
comfort craftsman

Gresham Plumbing & Heating Inc.
1100 EAST POWELL PHONE MO 5-3168

HEATING AND
AIR CONDITIONING
PLUMBING AND
SHEET METAL

GRESHAM, OREGON

April 9, 1965

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Salem, Oregon

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Sincerely,

Arnold J. Odmark

ARNOLD J. ODMARK
President

GRESHAM PLUMBING & HEATING, INC.

NOTED
FLOYD QUERY

AJO:db

NOTED
C. W. HEAD

RECEIVED
APR 7 - 1965

FOR FILING

[illegible]

6444

April 7, 1965

Gresham Plumbing & Heating Inc.
1100 East Powell
Gresham, Oregon

Attention: Arnold J. Odmark
President

Gentlemen:

Your letter of March 15 addressed to Mr. A. E. Johnson, Division Engineer, has been referred to this office.

You state that Fitzgerald Construction Company owes you $640.55 plus service charge for labor and material on the Government Camp West Station job. This appears to be in reference to the Fitzgerald Construction Company Contract No. 6444 for the Government Camp West Station of the Mt. Hood Highway in Clackamas County. This contract was completed December 3, 1964, and accepted by the State Highway Commission on January 27, 1965.

The Reliance Insurance Company through Lawrence Slater Insurance Agency, 134 N. 7th, Klamath Falls, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within 6 months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon law outlining the filing procedure.

This information is being noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Attachment
cc: Reliance Insurance Company
Fitzgerald Construction Company
Lawrence Slater Insurance Agency
Larry Rulien
Attn: C. T. Keasey

NOTED ON CARD
jf

FORM E-30 50M 2-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 24, 1965

SUBJECT: Government Camp Rest Station
Contract No. 6484

To: Mr. L. H. Young
Office Engineer
Salem

I am forwarding herewith a copy of a letter sent to the Fitzgerald Construction Co., contractor on the subject section, by Mr. Arnold J. Odmark, President, Gresham Plumbing & Heating, Inc. Mr. Odmark in this letter indicates that Fitzgerald still owes him a balance of $652.00 for labor and material on this project. This has been discussed on the phone with the Gresham Plumbing & Heating people, and we advised them that we would forward this letter to you for your consideration and any help which you could give them, upon its receipt in this office.

A. E. Johnson
Division Engineer

by

C T Keasey
C. T. Keasey
Assistant Division Engineer

Cc
please handle
FG

CTK/lh
Enc.

cc: Rodriguez

NOTED
FLOYD QUERY

LENNOX
comfort craftsman

Gresham Plumbing & Heating Inc.
1100 EAST POWELL PHONE MO 5-3168

HEATING AND
AIR CONDITIONING
PLUMBING AND
SHEET METAL

GRESHAM, OREGON

March 15, 1965

Fitzgerald Construction Co.
329 Roger Street
Klamath Falls, Oregon

Re: Government Camp Rest Station,
Government Camp, Oregon

Dear Mr. Fitzgerald:

We billed complete for all the labor and material on the Government Camp Rest Station job December 14, 1964, in the amount of $10,065.40.

January 11, we received your check for $9,419.85, leaving a balance owing of $645.55. Since this balance is now over 60 days old; we have no choice but to add a service charge of $6.46, leaving a balance of $652.00.

A copy of this letter is being sent to the attention of the State Highway Department, Salem, Oregon.

We would appreciate your immediate attention to this account.

Thank you.

Sincerely,

Arnold J. Odmark
AB
ARNOLD J. ODMARK
President

GRESHAM PLUMBING & HEATING, INC.

NOTED
C. T. KEASEY

CC:A.E.Johnson

WHEN YOU BUY FOR A LIFETIME—BUY THE BEST

RECEIVED
FEB 10 1965

FOR FI[illegible]

6484

February 10, 1965

Reliance Insurance Company
Portland Office
620 Oregon Bank Building
Portland, Oregon

Gentlemen:

On January 27, 1965, we wrote to you concerning release of final payment on Contract No. 6484 awarded to Fitzgerald Construction Company for construction of the Government Camp Rest Station on the Mt. Hood Highway in Clackamas County.

Final payment on this contract is $3,867.79 and the total contract amount is $50,355.79. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Fitzgerald Construction Company
329 Roger Street
Klamath Falls, Oregon

Lawrence Slater Insurance Agency
134 North 7th
Klamath Falls, Oregon

C H Maison
Attn: John Herr

RECEIVED
F 1965

6464

File

RELIANCE INSURANCE COMPANIES
PORTLAND OFFICE, 620 OREGON BANK BUILDING, PORTLAND, OREGON 97204
TEL: 228-6333

February 1, 1965

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 6484
Fitzgerald Construction Co.
Our No. B 25-43-04

Dear Mr. Query:

We acknowledge receipt of your letter of January 28th addressed to Mr. J. F. Parker at Tigard, Oregon, relative to his claim against the above contract.

We are making appropriate inquiry relative to the status of this claim.

We have a copy of your letter of January 28th to State Industrial Accident Commission clearing the $451.02 delinquency.

Yours very truly,

JSLaird

J. S. Laird, Manager
Northwest Bond Dept.

JSL:kw

cc: Lawrence Slater Agency
Klamath Falls, Oregon

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
JAN 29 1965
FOR FILING

[illegible]

6484

January 28, 1965

State Industrial Accident Commission
Labor and Industries Building
Salem, Oregon 97310

Attention: Mr. E. J. Eaken

Gentlemen:

Thank you for your telephone call of January 27 informing us that Fitzgerald Construction Company has paid their delinquent account in full.

Our records indicate this is in reference to your claim in the amount of $451.92 against Fitzgerald Construction Company, State Highway Contract No. 6484, Government Camp Rest Station on Mt. Hood Highway in Clackamas County.

This information is being noted in our records and we will advise the surety and the contractor that the delinquent account has been paid.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Fitzgerald Construction Company
Reliance Insurance Company
Lawrence Slater Insurance Agency
Commissioners
C. H. Maison (Attn.) John Herr)
Note: You may now release final payment on this contract.
FQ

CWH: fkn

NOTED ON CARD
Joan

RECEIVED
JAN 28 1965

FOR FILING

January 28, 1965

Mr. J. F. Parker
12400 S. W. Bull Mt. Road
Tigard, Oregon 97223

Dear Mr. Parker:

Mr. A. E. Johnson, Division Engineer, Portland, has forwarded to us a copy of your letter of January 11 addressed to Mr. Lawrence Slater, which states that Fitzgerald Construction Company owes you $151 for backhoe services in connection with the construction of the State Public Rest Rooms at Government Camp.

This appears to be in reference to the Fitzgerald Construction Company, Contract No. 6464, Rest Station at Government Camp on the Mt. Hood Highway in Clackamas County. This project was completed, December 3, 1964 and accepted by the Highway Commission on January 27, 1965.

As you are no doubt aware, the Reliance Insurance Company through Lawrence Slater Insurance Agency, 134 North 7th Street in Klamath Falls, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Reliance Insurance Co.
Lawrence Slater Insurance Agency
Fitzgerald Construction Co.

cc
A. E. Johnson
G. Jackson
D. Simpson

Noted on Card F.N.

FORM E-90 50M 2-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
January 14, 1965

SUBJECT: Government Camp Rest Station
Mt. Hood Highway
Contract No. 6484

To:
Mr. L. H. Young
Office Engineer
Salem

I am forwarding herewith a copy of a letter from Mr. J. F. Parker, owner of the Government Camp Water Company, to Mr. Lawrence Slater, Insurance Agent for Fitzgerald Construction Company, contractor on the subject project. Apparently Mr. Parker is having difficulty in collecting $151 due him for work done in connection with the construction of the water line serving the building.

The final estimate on this project will be submitted within the very near future by our Resident Engineer Rodriguez in Hood River.

A. E. Johnson
Division Engineer

by

C. T. Keasey
C. T. Keasey
Assistant Division Engineer

CTK:fb
Enc.
cc Ivan Merchant

REFERRED
TO Query
FOR appropriate action.

ACTION TAKEN

L. H. YOUNG

Cec please handle

RECEIVED
JAN 15 1965
OFFICE ENGINEERING
DIVISION

NOTED
C. W. HEAD

6484

January 11, 1965

Lawrence Slater Ins. Agent
134 N. 7th St.
Klamath Falls, Oregon

RE: FITZGERALD CONST. CO.
329 Rodgers St.
Klamath Falls, Ore.

Dear Mr. Slater:

In October I presented Mr. Fitzgerald with a statement in the amount of $151.00 for backhoe services rendered in connection with the construction of the State Public Restrooms.* Since that time Mr. Fitzgerald has returned to Klamath Falls. December the 17, I sent, by certified mail, a request for payment with a copy to Mr. Johnson, Division Engineer, Oregon State Highway Dept.. I received the return receipt I requested indicating Mr. Fitzgerald received my letter but I have heard nothing from him.

NOTED
C. T. KEASEY

I would greatly appreciate anything you might be able to do to expedite my receiving the amount due.

*Located in Government Camp, Oregon.

NOTED
C. T. KEASEY

Most sincerely,

J. F. Parker

J. F. Parker
12400 S. W. Bull Mt. Rd.
Tigard, Oregon 97223

cc: A. E. Johnson
Fitzgerald Const. Co.

RECEIVED
JAN 12 1965
OFFICE
DIVISION ENGINEER
DIVISION NO 1

RECEIVED
FEB 5 1965
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 26, 1965

State Industrial Accident Commission
Labor and Industries Building
Salem, Oregon 97310

Attention: H. L. Osborn
Assistant Commissioner

Gentlemen:

This will acknowledge your letter of January 22 stating that Fitzgerald Construction Company is in default for failure to pay delinquent contributions through November 30, 1964, in the amount of $451.02.

This delinquency is based on payrolls on Project No. 6484 for construction of the Government Camp Rest Station of the Mt. Hood Highway.

We will file your claim in our office and with the Secretary of State to provide protection under the performance bond. Also we will advise the surety and the contractor that your claim has been received.

RECEIVED
JAN 27 1965
TOM McCALL
SECRETARY OF STATE

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

cc: Fitzgerald Construction Co.
329 Roger Street
Klamath Falls, Oregon

Lawrence Slater Insurance Agency
134 North 7th
Klamath Falls, Oregon

Reliance Insurance Company
620 Oregon Bank Building
Portland, Oregon

Mr. C. H. Maison
Mr. Frank McKinney
Mr. Jackson
Mr. Simpson

NOTED ON CARD

Claim File No. ~~4103~~ 4108

FILED
JAN 27 1965
TOM McCALL
SECRETARY OF STATE

Hon. Tom McCall ✓
Secretary of State
Capitol Building
Salem, Oregon 97310
(P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.)

RECEIVED
2 1965
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM 97310

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION EJE 188784

January 22, 1965

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Dear Sir:

For your information the FitzGerald Construction Company, 329 Roger Street Klamath Falls, Oregon, has been placed in default for failure to pay delinquent contributions through the period November 30, 1964. The default balance due is in the amount of $451.02.

These contributions due were based on payrolls covering State project No. 6484 Government Camp Rest Station, Mt. Hood Highway, Clackamas County, Oregon.

Very truly yours,

H. E. Osborn, Assistant Commissioner

E J Euken

By: E. J. Euken

EJE:gb

RECEIVED
JAN [illegible] 1965
[illegible]
[illegible] HIGHWAY COMMISSION

RECEIVED
JAN 26 1965

FOR FILING

[illegible]

6484

January 25, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed December 3, 1964 on Contract No. 6484. The contract was with A. E. Fitzgerald Construction Company and was for construction of the Government Camp rest station on the Mt. Hood Highway in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will be presented to you at the Commission meeting on January 27.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
A. E. Johnson

PMS:bjs

FORM E-50 90M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 19, 1965

SUBJECT:

To: Mr. P.M. Stephenson
Ass't. State Highway Engineer

BUILDING

A.E. Fitzgerald Construction Company completed work on Contract No. 6484, Government Camp rest station on the Mt. Hood Highway in Clackamas County on December 3, 1964. This contract is ready for acceptance by the Commission.

This is a State project and does not require final inspection nor concurrence in acceptance by the Bureau of Public Roads.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: D.B. Parkes
F.A. Query

RECEIVED
DEC 10 1964

FOR FILING

2-14

6484

December 10, 1964

Fitzgerald Construction Co.
329 Roger Street
Klamath Falls, Oregon

Gentlemen:

A letter has been received from the State Industrial Accident Commission stating that your company has failed to file and pay Employer's Payroll and Contribution Reports for the past five months on our contract with you, No. 6484, for construction of a rest station at Government Camp.

We should call to your attention that compliance with the regulations of the State Industrial Accident Commission is a provision of your contract, and final payment cannot made to you until proper arrangements have been made with the State Industrial Accident Commission.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
State Industrial Accident Commission
Labor & Industries Building
Salem, Oregon
Attn.: Mr. H. E. Osborn
Asst. Commissioner

Mr. C. H. Maison
Attn.: John Herr - Please do not release final payment until we have received clearance from SIAC.

FQ:fp

NOTED ON CARD

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM 97310

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION EJE 188784

December 8, 1964

Oregon State Highway Commission
Attention State Projects
Salem, Oregon

Gentlemen:

Information has reached this office that the FitzGerald Construction Company of Klamath Falls, Oregon has been awarded a contract to construct the Government Camp rest station, Mt. Hood Highway, in Clackamas County, in the amount of $51,244.00.

Our records indicate that this firm is in arrears with the Industrial Accident Commission having failed to file and pay Employer's Payroll and Contribution Reports for the past five months. We would appreciate your help in this collection matter by contacting this firm and advising them to bring their account to date, and further ask you to withhold any final payment to this firm until they have performed this business responsibility.

Very truly yours,

H. E. Osborn, Assistant Commissioner

E J Euken

By: E. J. Euken

EJE:gb

RECEIVED
DEC - 9 1964
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
SEP 23 1964
FOR FILING

6444

September 21, 1964

Fitzgerald Construction Co.
329 Rogers Street
Klamath Falls, Oregon

Dear Mr. Fitzgerald:

Government Camp Rest Station
Job No. 9364
Contract No. 6484

This last week's report states only 5% of the work on your contract has been completed as of September 19, 1964.

This is somewhat alarming as over 50% of your time has elapsed.

You are aware that for each day beginning November 16, 1964 you will be assessed $75 liquidated damages as set up in the special provisions of your Contract No. 6484.

We are interested in having this rest station completed for use of the public and not in assessing you liquidated damages. Please take such steps as necessary to expedite your work so as to complete your contract not later than November 15, 1964, and preferably before that date.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

EOR/mm

cc: Mr. E. Rodrigues
Mr. A. E. Johnson
Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
SEP 21 1964

FOR FILING

6484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1964

SUBJECT: Rest Station at
Government Camp

To:

Ivan D. Merchant
Bridge Engineer

OFFICE

I visited the subject job yesterday and found the contractor still dragging his feet with a very small show of construction.

Since its been a month and a half since awarding of the contract it is becoming more obvious that the job will be difficult to complete within the time limit unless the contractor speeds up his work.

As of yesterday the only work actually done is excavation and form work for footings and a few roof beams cut to length. No concrete has been poured and no work done on sewer or water lines.

Carl
Carl Schneider

CCS:smd

cc
P. M. Stephenson

RECEIVED
SEP 15 1964
FOR FILING

[illegible] SP*6230-734

6484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1964

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

DEPARTMENT

A.E. Fitzgerald Construction Company started work on Contract No. 6484 Government Camp Rest Station on the Mt. Hood Highway in Clackamas County on September 10, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: F.A. Query

NOTED
C. W. HEAD

RECEIVED
AUG - 6 1964
FILING

6484

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 6, 1964

Fitzgerald Const. Co.,
329 Rogers
Klamath Falls
Oregon

Gentlemen:

The State Highway Commission on **August 4, 1964,** awarded to you State Highway Contract No. **6484** for the following project:

Government Camp Rest Station on Mt. Hood Highway in Clackamas County.

This award was based on your low bid of **$51,244.00** which was submitted to the Commission on **July 30, 1964,** for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. C. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 24 1964
FOR FILING

FORM E-30 50M 12-63 84676

3-3704
6434

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1964

SUBJECT:

To:

MEMO TO THE FILE

Senator John Inskeep of Oregon City was in the office on June 18. He made inquiries about the progress of the Government Camp rest area and the status of the Oregon City-West Linn Bridge.

He requested that as soon as the location for the bridge was determined that the Crown Zellerbach Corporation in West Linn be contacted as it desired this information. He stated he would be glad to set up a meeting with the Crown Zellerbach Corporation.

P. M. Stephenson

P. M. Stephenson
Assistant State Highway Engineer

PMS:bbc

RECEIVED
JUN 23 1964

FOR FILING
3-39-64
6-1-64

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 18, 1964

SUBJECT: Septic Tanks & Drain Fields
Government Camp

To: MEMO TO FILE:

This is to advise that the septic tanks at the Government Camp Maintenance Headquarters were pumped on June 17, 1964. These tanks had very little solid material in them.

The drain fields appear to be working in a satisfactory manner and there is no evidence of leakage.

D. D. Rohrbough
Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

cc: Mr. Tom Edwards
Mr. P.M. Stephenson
Mr. E.S. Hunter
Mr. A.E. Johnson
Mr. H.H. Hughlett

NOTED
TOM EDW[illegible]DS

OFFICE OF
[illegible]

RECEIVED
APR 28 1964

FORM E-30 50M 12-63 [illegible]

FOR FILING
3 3704
10484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1964

SUBJECT:

To: MEMO TO FILE

On this date, I informed the Governor's Office of the Highway Commission's decision re rest rooms at Government Camp. The only person available was Loren Hicks. I have been attempting to contact Mr. Nunn since the Highway Commission meeting without success.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

RECEIVED
APR 24 1964
FOR FILE
3 3704
64184

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

April 21, 1964

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
117 Greenway Circle
Medford, Oregon

Dear Glenn:

You will recall our recent conversation at which time you indicated the Commission hoped to take early steps to meet the need for public sanitary facilities through construction of a roadside rest area at Government Camp on the Mount Hood highway.

It occurs to me that because of the widespread public interest in this particular matter, the Commission may at this time wish to consider the advisability of releasing information which it has relative to planned construction in this area.

Sincerely,

Governor

MOH:ae

cc: Mr. Forrest Cooper

NOTED
[illegible]

RECEIVED
APR 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

RECEIVED
APR 22 1964
OREGON
STATE HIGHWAY [illegible]

RECEIVED
APR 22 1964

FOR FILING
3-2404
6.5.1
Tom Edwards

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 20, 1964

SUBJECT: Septic Tanks & Drain Fields
Gov't. Camp Maint. Station

To: MEMO TO FILE:

On June 12, 1963, I accompanied Mr. A. E. Johnson, Mr. H. H. Hughlett and Mr. R. E. Brand of the State Sanitary Authority, on an inspection of the septic tanks and drain fields at the Government Camp Maintenance Station.

At the time of the inspection, a blow out was discovered on the original portion of the drain field that serves the four houses and shop. The Section Foreman, Mr. Glen Roberts, was instructed to dig out these lines, inspect and relay, if necessary. The lines were found to be free of sediment and the blow out area was repaired. Additional rock was added as needed, and the drain field was checked through out and found to be working satisfactorily. This work was completed on June 14th 1963.

D. D. Rohrbough
Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

cc: Mr. Tom Edwards
Mr. P. M. Stephenson
Mr. E. S. Hunter
Mr. A. E. Johnson
Mr. H. H. Hughlett

NOTED
TOM EDWARDS

RECEIVED
APR 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 20 1964

FOR FILING

3-37-4

6484

April 17, 1964

Mr. John Inskeep
State Senator
810 Center Street
Oregon City, Oregon

Dear Senator Inskeep:

Pursuant to our conversation of this date, I have listed a few pertinent facts in regard to the sewage disposal situation at Government Camp.

1. The State Highway Department Maintenance Station at Government Camp was constructed in 1952.

2. The Government Camp sewage disposal system was constructed in 1959.

3. The State Highway Maintenance Station is located on a summit between the drainage of Still Creek and Camp Creek. Any drainage from the filter bed disposal fields at the Maintenance Station flows easterly to Still Creek. Still Creek lies to the east and south of Government Camp and completely bypasses the community. The drainage from the Government Camp community flows into Camp Creek.

4. Studies were made to determine the cost to the State Highway Department to connect to the Government Camp sewage disposal system. The estimated cost was $20,856. The annual payment to the Sewer District would be $423.

5. An inspection of the Highway Department's sewage disposal system was made on June 12, 1963, by R. E. Beard of the State Sanitary Authority together with representatives of the Highway Department. A report dated June 21, 1963, from Mr. E. J. Weathersbee of the State Sanitary Authority states that "a small amount of leakage from the disposal field was evident". This leakage shows no evidence of reaching Still

Creek. At the time of this inspection, it was agreed to take steps to correct the filter bed line where the leakage occurred and to make another joint inspection during the spring of 1964.

6. No promise was made to the Government Camp Sanitary District prior to the construction of the system that the State Highway Department facilities would be connected to the proposed system.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:bbc

cc Forrest Cooper
R. L. Porter
R. B. Sipprell

RECEIVED
JUL 13 96
FOR FILING

3 9704

64[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MT. HOOD NATIONAL FOREST
P.O. BOX 5241
PORTLAND, OREGON 97216

IN REPLY REFER TO

5650

REFERRED TO
Stephenson

March 25, 1964

Commissioner Darrell Jones
Clackamas County Court
Oregon City, Oregon

Dear Darrell:

The following is in confirmation of our recent telephone conversation concerning a public toilet facility in the Government Camp area.

The Mt. Hood National Forest certainly has no objection to such a facility being built on National Forest land. As I understand it, the proposed location lies on the parking lot adjacent to the east entrance to Government Camp. This area is now under special use permit. However, the State Highway Department is the permittee, and as they will build and maintain the toilet facility, modification of the existing permit should be a routine matter.

This proposed location for a toilet facility seems to be a good one. It is on the route leaving town, immediately adjacent to a parking area, equally accessible for traffic from both directions, and adjacent to the existing sewer line.

Please do not hesitate to contact me if you would like further information regarding the Government Camp area.

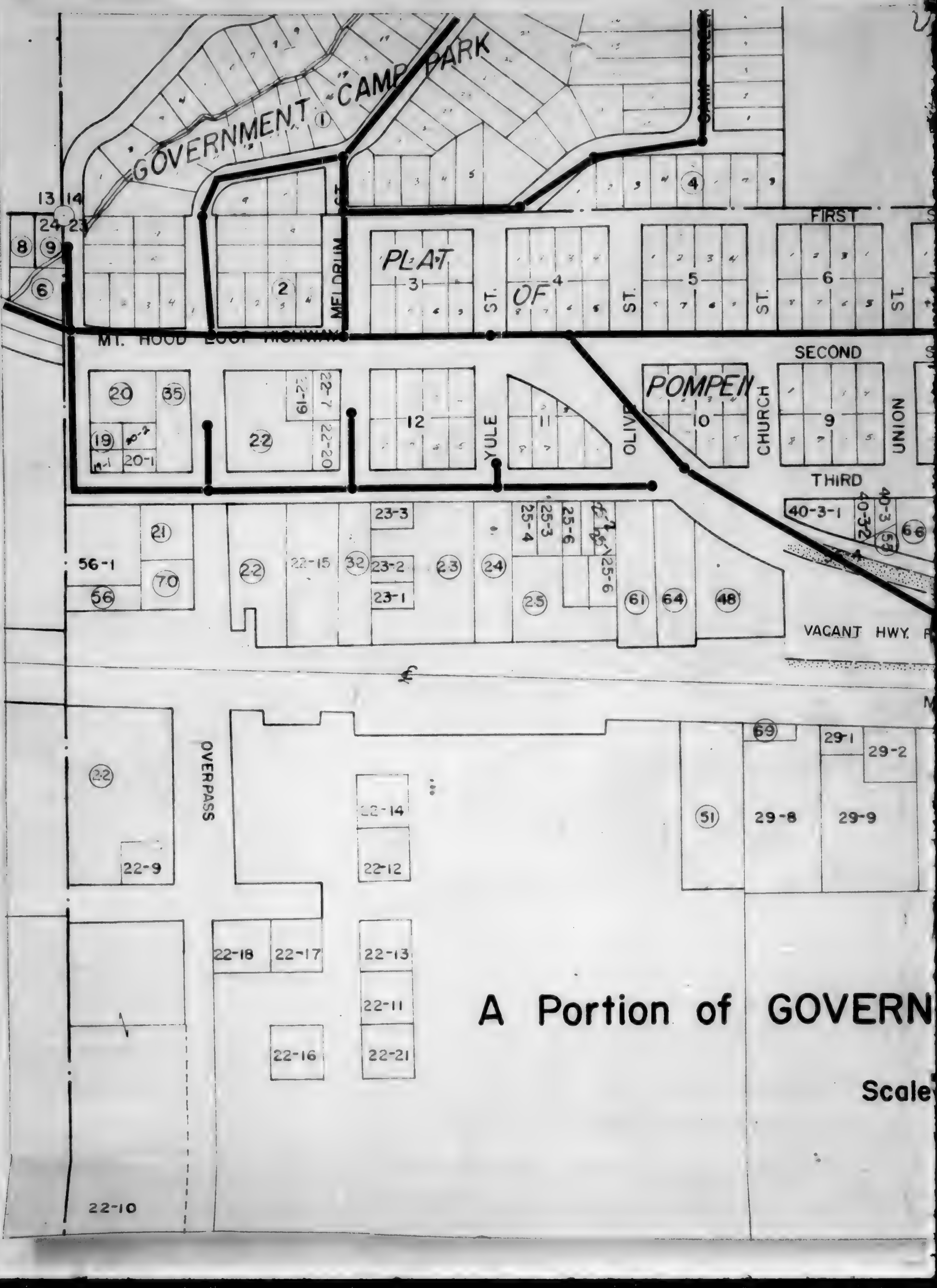
Sincerely yours,

PAUL E. NEFF
Forest Supervisor

By R. E. Wortl

NOTED
R. M. STEPHENSON

RECEIVED
APR 29 1964
OFFICE OF
STATE HIGHWAY ENGINEER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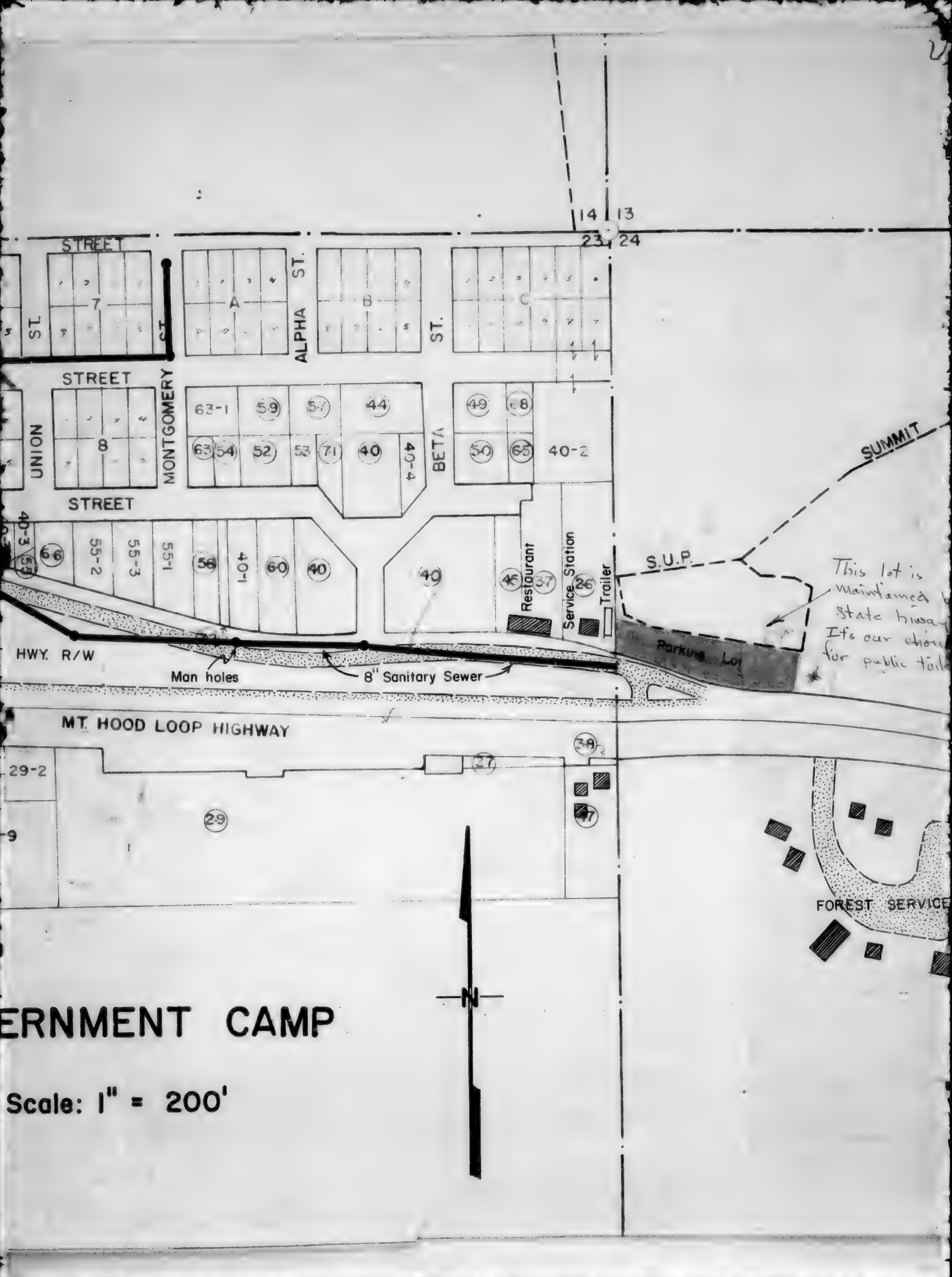
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STREET
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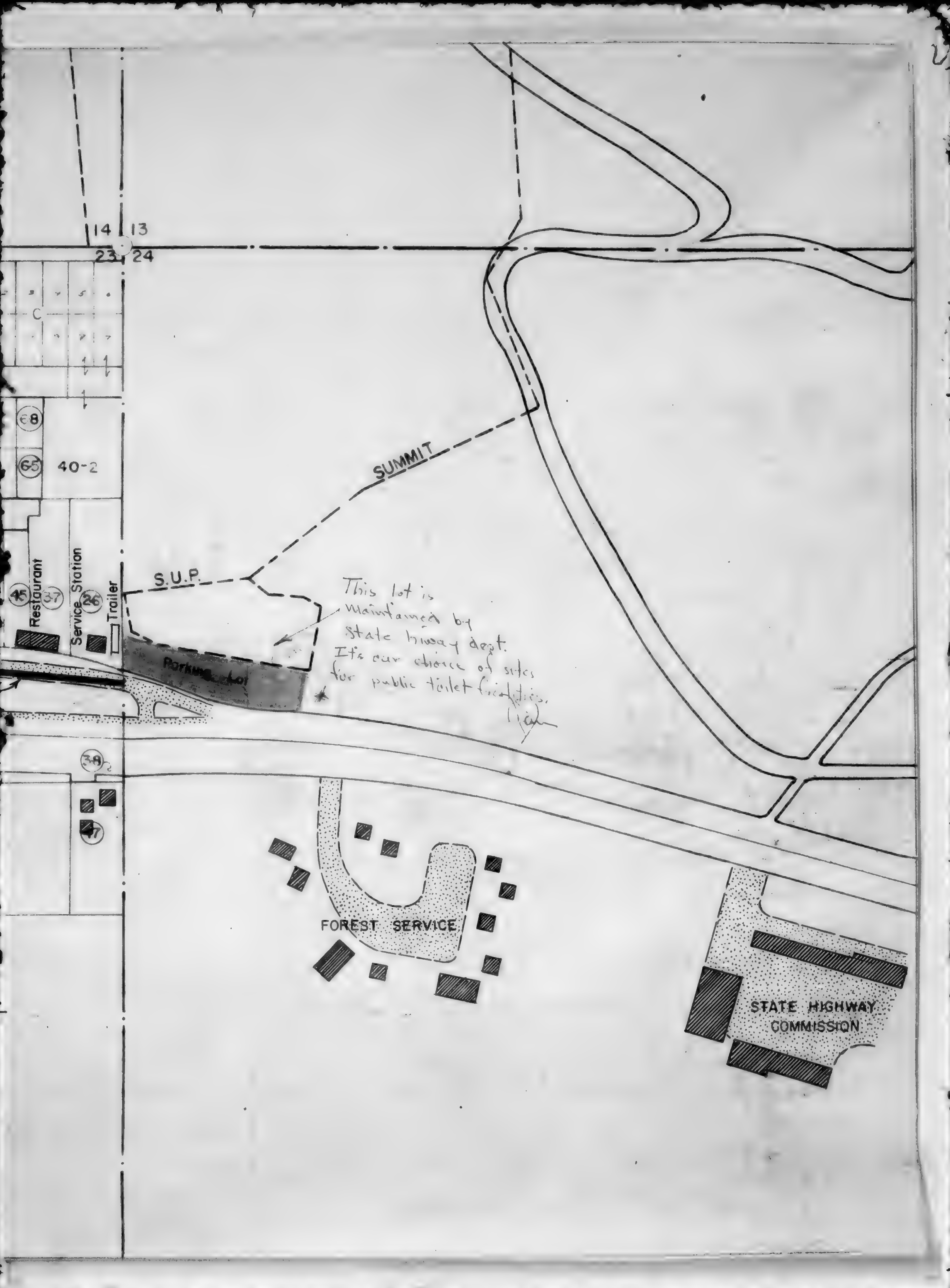
Restaurant
37
Service Station
26
Trailer
S.U.P.
Parking Lot
HWY. R/W
Man holes
8" Sanitary Sewer
MT. HOOD LOOP HIGHWAY
29-2
38
27
29
47
-9
FOREST SERVICE
N

This lot is
maintained b
State hiway
It's our choic
for public toil

ERNMENT CAMP

Scale: 1" = 200'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Restaurant
Service Station
Trailer
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S.U.P.
SUMMIT
Parking Lot
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47
FOREST SERVICE
STATE HIGHWAY COMMISSION

This lot is maintained by State hiway dept. It's our choice of sites for public toilet facilities.

RECEIVED
MAY 1 - 1964
FOR FILING

Notes re rest facility at Government Camp 3-20-64

(1) Report dated June 3, 1963 by P. M. Stephenson

"In company with Mr. Paul Neff, of the U. S. Forest Service, Mr. A. E. Johnson and Mr. Darel Rohrbough, an inspection was made on May 10, 1963, to ascertain if suitable locations for rest-room facilities could be found.

"Two sites looked feasible and were investigated and are shown on the attached map. The site located at the intersection of the Multorpor Road and the "Business Route" in Government Camp would serve the needs of the community, but the cost of acquiring the site and parking lot, plus the cost of the proposed facility, is estimated to be $60,000. This site would not serve the people traveling Highway No. 26 without detouring through Government Camp.

"At the easterly edge of the Government Camp community is a parking area developed by the State Highway Department. This is known as the Summit Parking Area and is located at the junction of the original highway through Government Camp and the new bypass which was recently constructed by the Bureau of Public Roads. The area abutting this parking area on the easterly and northerly sides is owned by the U. S. Forest Service, which has indicated its willingness to allow us to use any of the abutting area for the development of a roadside rest area which would include rest-room facilities and a few picnic tables, et cetera.

"The estimated cost of these facilities is $25,000 for the rest-room building and $10,000 for the development of the site.

"This Summit Parking Area location probably would not satisfy the people of Government Camp, as it lies five-eighths of a mile easterly of the center of the community; however, it would take care of the traveling public on Highway No. 26. There is no suitable area along the new bypass through Government Camp, and any areas along the old highway through Government Camp carry unreasonable price tags.

"I recommend that if any action is taken the rest-room facilities should be located at the Summit Parking Area."

(2) Minute Entry - Highway Commission meeting June 10, 1963

"The Highway Commission had under discussion construction of rest-room facilities in the vicinity of Government Camp. The Chairman stated that he had received a request to investigate this matter and had asked the State Highway Engineer to make a report. The Engineer reported that due to its location, the cost of the facility would be approximately $35,000 and that it would cost approximately $10,000 per year to operate it. After some discussion, it was unanimously decided by the Commission that no action would be taken on this matter, as the Legislature had virtually eliminated funds for this type of facility from our budget."

(3) Cost of operation is based upon an attendant seven days a week, heating the building, and other necessary items.

Salem

COUNTY OF CLACKAMAS
Board of Commissioners
DARRELL JONES, Chairman
S. C. ELY, Commissioner
FRED STEFANI, Commissioner
Phone OLive 6-2641
COUNTY COURT HOUSE — OREGON CITY, OREGON

February 18, 1964

Mr. Glen Jackson, Chairman
Oregon State Highway Commission
Salem, Oregon

Dear Glen:

Apparently John Borden, the writer of the enclosed letter, is not aware of your plan to proceed with the construction of public toilet facilities in the Government Camp area. His letter does tend to point up the crying need for this facility in the "Summit area" of Government Camp.

After studying this situation we agreed that such a facility should be located adjacent to the State Highway parking lot at Summit which is at the upper end of the old highway through Government Camp.

Paul Neff and I have discussed this situation at length and I am sure that you will find that Paul also agrees that this location is the one best suited.

Sincerely,

Darrell Jones
DARRELL JONES
Commissioner

DJ/dab
Enc.

Roberts
at Gov. Camp.
change parking lot
remove edge
Marine Corps
Eng group - training

18,000

90,000

RECEIVED
FEB 18 1964
Board of County Commissioners

CLACKAMAS COUNTY HEALTH DEPARTMENT
1[illegible]5 S. Kaen Road
Oregon City, Oregon

February 17, 1964

U. S. Forest Service
Regional Office
729 N. E. Oregon Street
Portland, Oregon

Attention: Mr. Paul Neff, Regional Forester

Re: Summit facilities Mt. Hood National Forest
Government Camp, Oregon

Gentlemen:

During a visit in the Government Camp region Sunday, February 16, 1964, inspection showed an appalling situation in connection with the above. Thousands of recreation seekers, milling about a relatively small area, were in desperate need of toilet facilities. The present installation is in a bad state of repair; is a hazard, public-health-wise; and is grossly inadequate for the needs.

This question has been brought up repeatedly, in one form and another, to the various agencies, but nothing whatever has been done about it. Our concern is based not only on actual complaints from residents and recreationists, but on complaints from certain members of the agencies themselves. We have appealed through congressional representatives and received the usual routine answer that "an investigation will be made". But somehow we come full circle back to our starting point. The result is total disregard of an increasing danger in the area.

Within a short distance from your Summit facilities is a sewer system waiting to be used, and it seems to us a crying shame that this type of paradox exists at all. Certainly a federal department can find ways and means to provide a relatively small item such as this, since thousands of dollars are spent, without any question, on the Timberline disposal problem.

We would greatly appreciate hearing from you in this matter and hope that some positive action can be taken to correct the present situation.

Very truly yours,

CLACKAMAS COUNTY HEALTH DEPARTMENT

John Borden
Public Health Sanitarian

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JUL 18 1963
FOR FILING

3-3164

6454

MINUTE ENTRY

June 10, 1963

The Highway Commission had under discussion construction of rest-room facilities in the vicinity of Government Camp. The Chairman stated that he had received a request to investigate this matter and had asked the State Highway Engineer to make a report. The Engineer reported that due to its location, the cost of the facility would be approximately $35,000 and that it would cost approximately $10,000 per year to operate it. After some discussion, it was unanimously decided by the Commission that no action would be taken on this matter, as the Legislature had virtually eliminated funds for this type of facility from our budget.

FC:fn

cc R. L. Porter
Victor D. Wolfe

6-4-63

3-3905

0484

Mountain Visionaries Fight for Facilities

This article, which was written for the Post by Bob Root of Government Camp, is the first of a series. In future articles Root will discuss such topics as the Forest Service, law enforcement, development, etc.

BY BOB ROOT

Tenaciously clinging on the south side of a mountain called Hood dwell 100 (more or less) struggling, fighting pieces of humanity, in a life and death struggle. Each, an active pawn at the mercy of state and federal agencies, is equally determined to play a passive role in this meaningless chess game perpetrated by hardy "do - or - die" mountain people who cling to the idealistic attitude that one day the struggel for existence will prove the worth, long overdue this historic little village known as Government Camp.

Long recognized as the ideal location for a year round recreational resort area, the two few visionaries who struggle against heart - breaking odds in the hope of bringing about this realization of a long cherished dream, bitterly fight on.

Let's take a brief look at which, at first blush, night appear to be a rather minor problem.

State Apathetic

Since much has already been said, and, written on the subject, we allude briefly to the bitterly contested installation of public toilets. The states apathetic, or downright "do - nothing - now," attitude, has been one more frustration to the already long list of negative responses.

Highway engineers contend (specifically) "by pass a town" with a super highway, and your town will double, nay, triple in business volume."

This could be true in certain locations. But, I'll wager a weekend on the mountain that generally this is to be regarded as a "tongue - in - cheek" aberation.

Because of unusual weather conditions in this immediate area this year, (no sonw) the operators have lost their proverbial shirts. Discouraged? No! Are they going to toss in the sponge and say to H—— with it? No! Rather, they will take the old belt in another notch and with a reasonable degree of cheerfulness, observe;

Mountain Shared

There exists a strange indefinable kinship between mountain people and their mountain. A love and affection, deep and abiding, is very evident. Their desire to share this feeling by providing the better service and complete facilities for your enjoyment and comfort, seems to be their unselfish goal.

Not wanting to be completely biased, we also have our own faults. We lack one important welding factor — while on one hand we desire to attain the same things, we go our separate ways in seeking attainment. However, I do feel that through this medium granted us, we may supply the necessary glue to weld this community into an aggressive, hard hitting and working mass for the benefit of all concerned.

Mr Cooper

From Sandy Paper.

RECEIVED
JUN 4 - 1963
FOR FILING

Salem, Oregon
June 3, 1963

Mr. Forrest Cooper
State Highway Engineer

Reference is made to the requested investigation of a site for rest-room facilities at or near the community of Government Camp.

In company with Mr. Paul Neff, of the U. S. Forest Service, Mr. A. E. Johnson and Mr. Darel Rohrbough, an inspection was made on May 10, 1963, to ascertain if suitable locations for rest-room facilities could be found.

Two sites looked feasible and were investigated and are shown on the attached map. The site located at the intersection of the Multorpor Road and the "Business Route" in Government Camp would serve the needs of the community, but the cost of acquiring the site and parking lot, plus the cost of the proposed facility, is estimated to be $60,000. This site would not serve the people traveling Highway No. 26 without detouring through Government Camp.

At the easterly edge of the Government Camp community is a parking area developed by the State Highway Department. This is known as the Summit Parking Area and is located at the junction of the original highway through Government Camp and the new bypass which was recently constructed by the Bureau of Public Roads. The area abutting this parking area on the easterly and northerly sides is owned by the U. S. Forest Service, which has indicated its willingness to allow us to use any of the abutting area for the development of a roadside rest area which would include rest-room facilities and a few picnic tables, et cetera.

The estimated cost of these facilities is $25,000 for the rest-room building and $10,000 for the development of the site.

This Summit Parking Area location probably would not satisfy the people of Government Camp, as it lies five-eighths of a mile easterly of the center of the community; however, it would take care of the traveling public on Highway No. 26. There is no suitable area along the new bypass through Government Camp, and any areas along the old highway through Government Camp carry unreasonable price tags.

I recommend that if any action is taken the rest-room facilities should be located at the Summit Parking Area.

P. M. Stephenson
Assistant State Highway Engineer

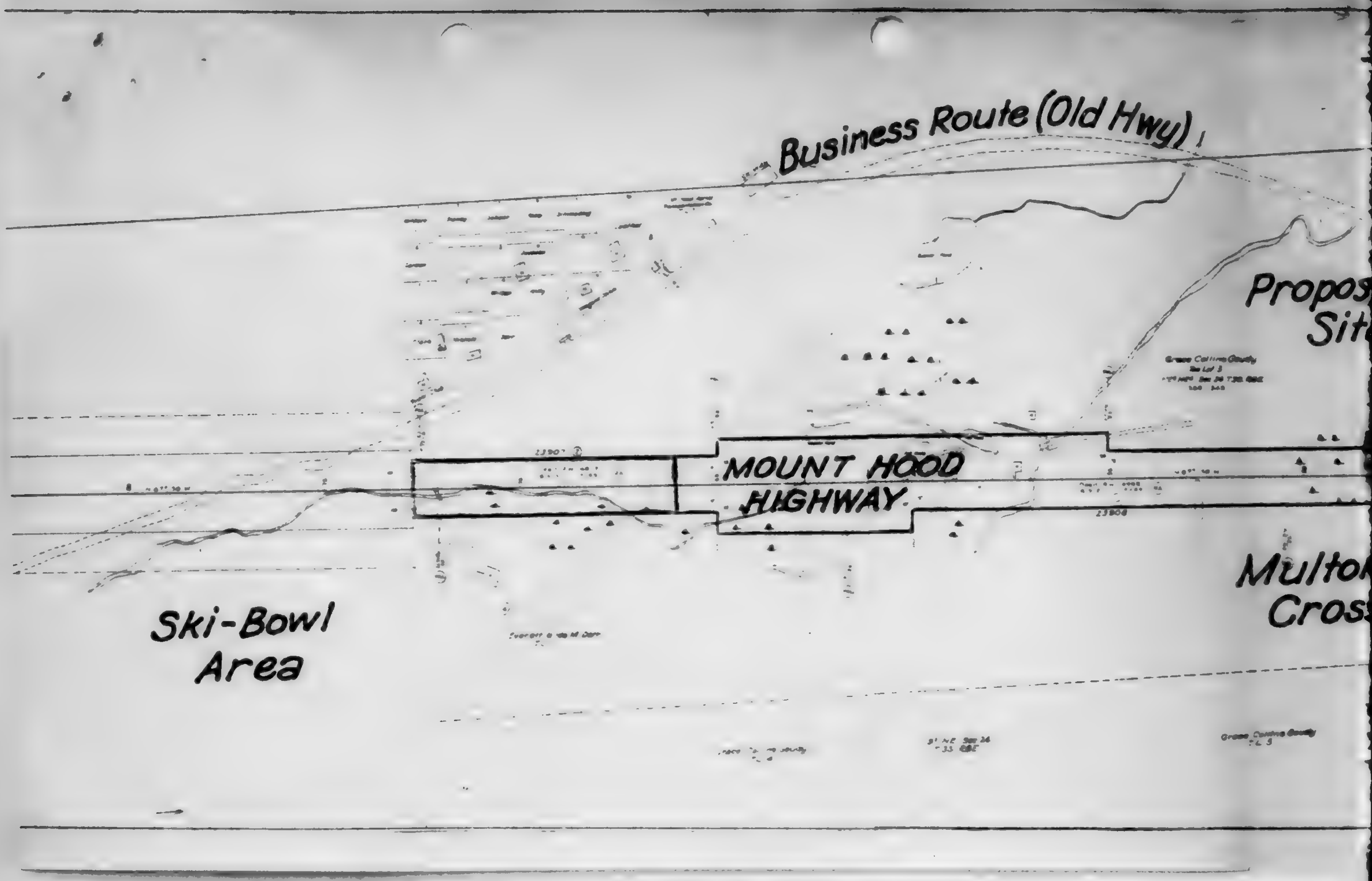
PMS:er
Attachment

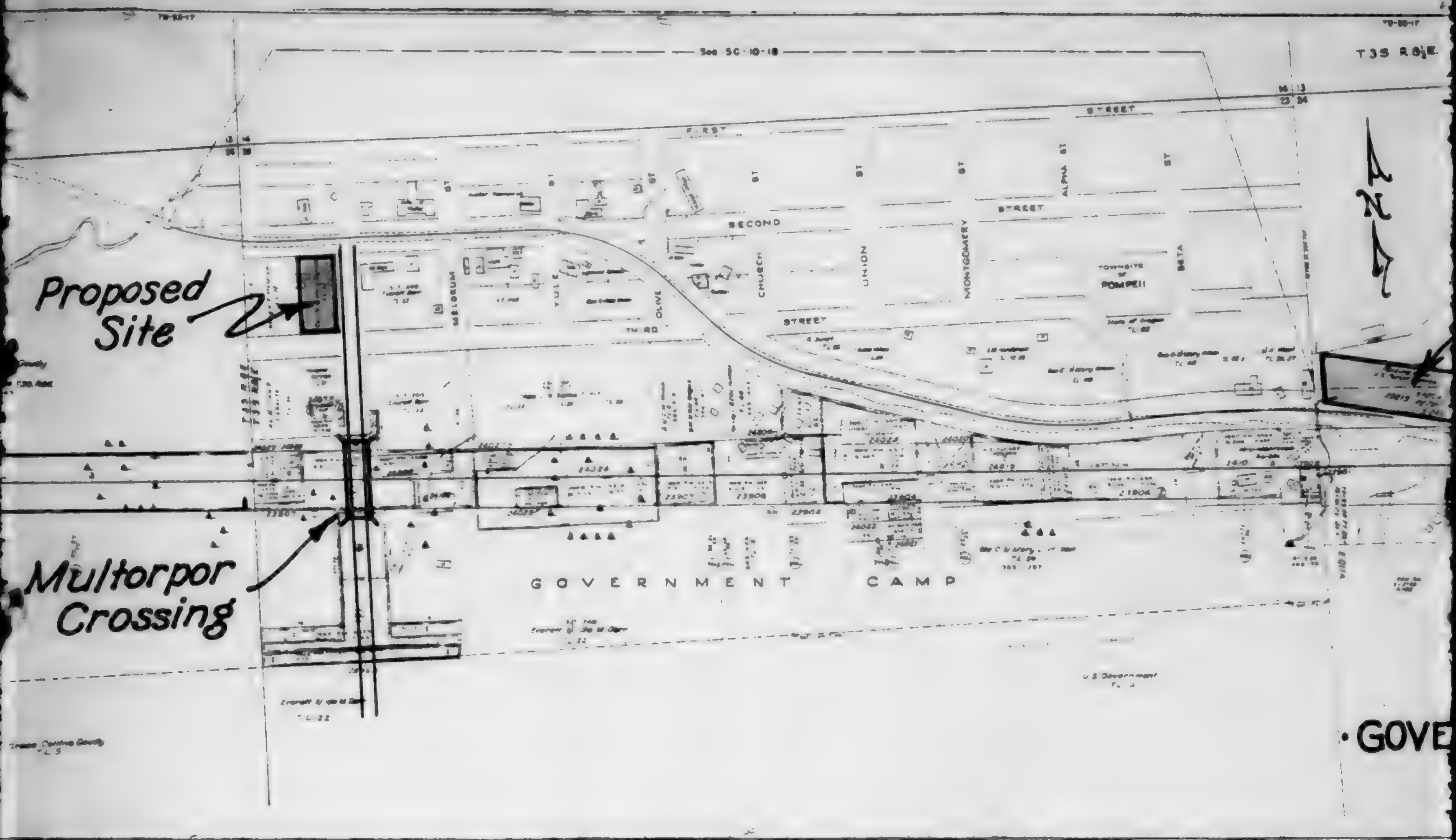
P. S. A rest-room installation at Government Camp would require the employment of an attendant for an estimated eight hours per day, seven days a week, for most of each year.

Also, it would be necessary to have heat in the building.

The estimated cost of operation and maintenance for a year is $10,000.

P. M. S.


Business Route (Old Hwy)
Propos
Sit
MOUNT HOOD
HIGHWAY
23908
Grace Collins Gouty
Multo
Cross
Ski-Bowl
Area
Grace Collins County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T3S R.8½E.
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THIRD STREET
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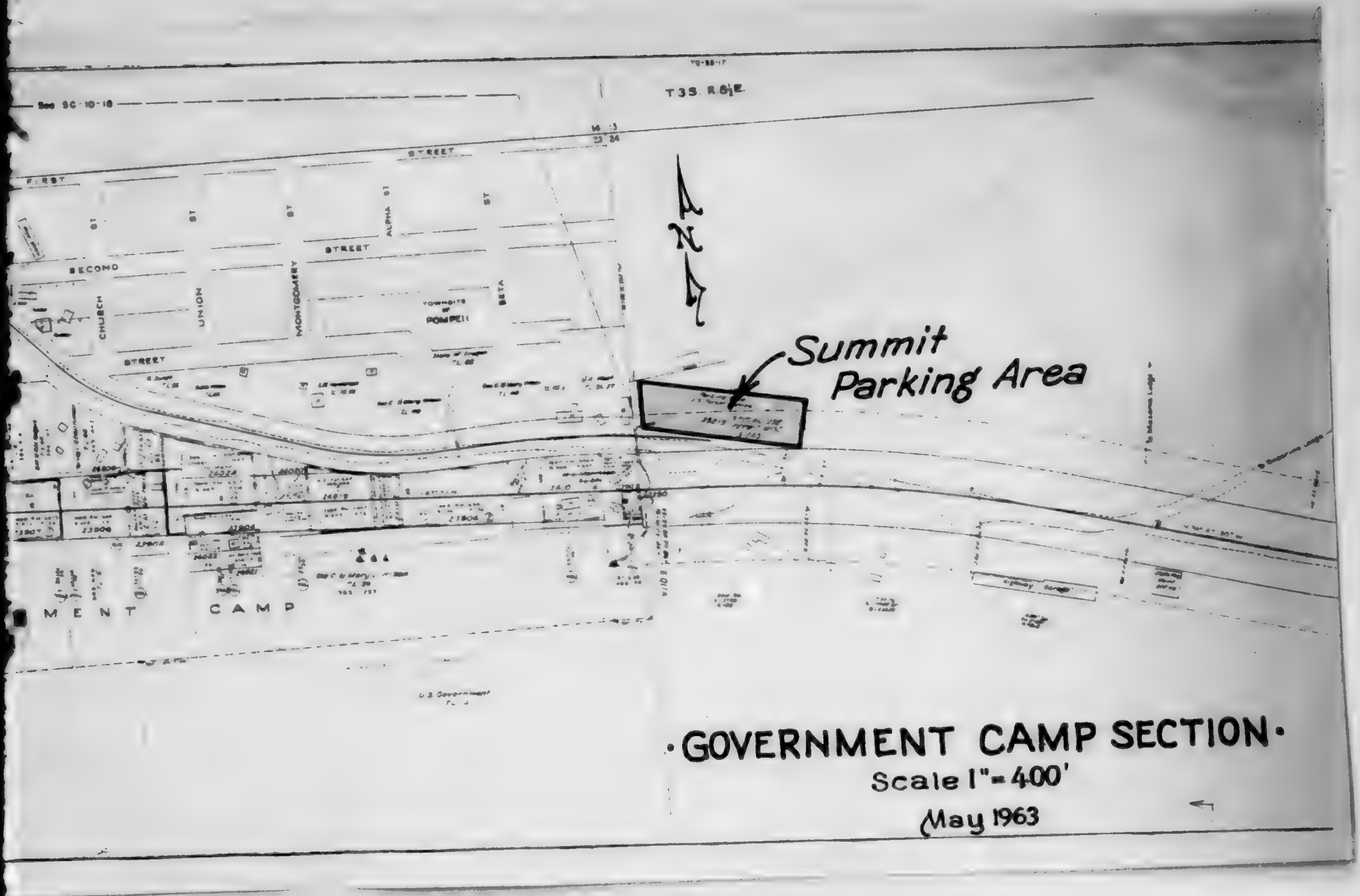
CHURCH ST
UNION ST
MONTGOMERY ST
ALPHA ST
BETA ST
TOWNSITE OF POMPEII
Proposed Site
Multorpor Crossing
GOVERNMENT CAMP
U.S. Government
·GOVE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UNION ST
MONTGOMERY ST
ALPHA ST
BETA ST
TOWNSITE OF POMPEII
N
Summit Parking Area
MENT CAMP
U.S. Government

·GOVERNMENT CAMP SECTION·

Scale 1" = 400'

May 1963

4-18-63

RECEIVED
JUN 17 1963

FOR FILING

3-3404

6488-1

SANDY, OREGON, THURSDAY, APRIL 18, 1963

Govt. Camp To Get Toilets

Government Camp will get its desperately needed rest rooms, says Commissioner Darrell Jones. He has been informed by Glenn Jackson, chairman of the state highway commission, that the highway department has accepted the responsibility for building rest rooms to accommodate the 20,000 visitors who come to the area on ski weekends.

"We have to do it" Jackson told Jones. He said the department has already picked out a site and will begin working out plans immediately. It is spectulated that the facility will be of a type similar to the one the highway department built and maintains at Depoe Bay.

RECEIVED
APR 5 - 1963
FOR FILING

[illegible]

[illegible]

GOVERNMENT CAMP SEWER DISTRICT

Cost to connect to Everett Darr line- - - - - - -	\$20,483
Cost per foot = \$5.46	
Cost of State's share $(750' \times 5.46) + \frac{3000 \times 5.46}{2}$ =	12,290
Cost of Darr line \$23,000	
One-third to O.S.H.D.; one-third to U.S.F.S. - - -	7,666
Hook-up charges- - - - - - - - - - - - - - - -	900
State's Share - - -	\$20,856
Annual payment to Sewer District - - - - - - - -	\$423.00
O.S.H.D. and U.S.F.S. - treatment plant- - - - -	\$20,000

$\frac{20,000}{2}$ = \$10,000 State's share

Operating cost = \$500 annually

$\frac{500}{2}$ = \$250 State's share

[illegible]
[illegible]
[illegible]
1963.

OREGON STATE SANITARY AUTHORITY
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND 1, OREGON

December 18, 1962

Mr. B. J. DeCamp, Chairman
Government Camp Sanitary District
Government Camp, Oregon

Re: S - Government Camp San. Dist.

Dear Mr. DeCamp:

We have received written notification from the State Highway Department that they cannot legally construct a sewer in cooperation with the Forest Service as proposed by the Sanitary District. They have proceeded to increase the size of their subsurface disposal systems and are of the opinion that these facilities will now serve adequately.

We have been unsuccessful in our several attempts to get an authoritative, written reply from the Mt. Hood National Forest, and are therefore still not able to report their official position regarding this matter.

We cannot force these agencies to connect to your sewerage system. We can only require that their wastes be adequately handled, so as not to cause water pollution or health hazards. We will plan to reinspect these disposal systems under the most adverse conditions of spring runoff and require that they be kept operating in a satisfactory manner or that alternative disposal be provided.

It is hoped that eventually the entire area can be served by a single, community sewerage system.

Very truly yours,

E. J. Weathersbee
District Sanitary Engineer

NOTED
TOM EDWARDS

EJW:ms

cc: State Highway Dept., Mr. Tom Edwards
Mt. Hood National Forest, Mr. Wilton A. Roberts
Clackamas County Health Department

RECEIVED
DEC 20 1962
OREGON
STATE HIGHWAY COMMISSION

COPY

RECEIVED
NOV 23 1962
FOR FILING
[illegible]

November 19, 1962

Mr. Curtiss M. Everts
Secretary and Chief Engineer
Oregon State Sanitary Authority
1400 S. W. Fifth Avenue
Portland 1, Oregon

Dear Mr. Everts:

Referring to our letter to you of August 29, 1962 in regard to the Government Camp highway maintenance stations sanitary arrangements in which letter we reported that the drain field serving the houses and equipment shed could probably be corrected by increasing the capacity.

We have recently increased the capacity of the drain field from the above septic tank by the addition of three lines of tile each 100' long.

It was our belief that with this increase in area, the objections referred to by Mr. E. J. Weathersbee should be successfully taken care of. However, we would suggest another inspection next spring to determine the effectiveness of the drain field under the most adverse conditions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

EFC/sf
cc. G. S. Paxson
L. A. DeFrance
A. E. Johnson
D. D. Rohrbaugh

FORM E-30 50M 6-61 36661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 1, 1962

SUBJECT: Drain Field Septic Tank
Timberline Jct. Maint. Shed

To:

Tom Edwards
Assistant State Highway Engineer
BUILDING

I am submitting herewith copy of letter from A. E. Johnson, Division Engineer, in which he states that the drain field for the septic tank at Timberline Maintenance Station has been extended by the addition of three lines of tile each 100 feet long.

It is my belief that with this increase in area for the drain field, the objections referred to from Mr. E. J. Weathersbee should be successfully taken care of. However, I would suggest another inspection next spring to determine the effectiveness of the drain field under the most adverse conditions.

E. F. Chidsey
Assistant Maintenance Engineer

EFC/nf
enc.
cc. A. E. Johnson
D. D. Rohrbough

NOTED
TOM EDWARDS

NOV [illegible] 1962

FORM E-30X—50M—6-56—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 2, Oregon
October 24, 1962

SUBJECT:

Enlargement of Drain Field
Septic Tank- Timberline Jct.
Maintenance Shed.

To:

Mr. A. E. Johnson
Division Engineer
OFFICE

In accordance with our recent discussion, I wish to advise that the drainage field for the septic tank at Timberline Junction Maintenance Station has been enlarged as shown in the attached sketch.

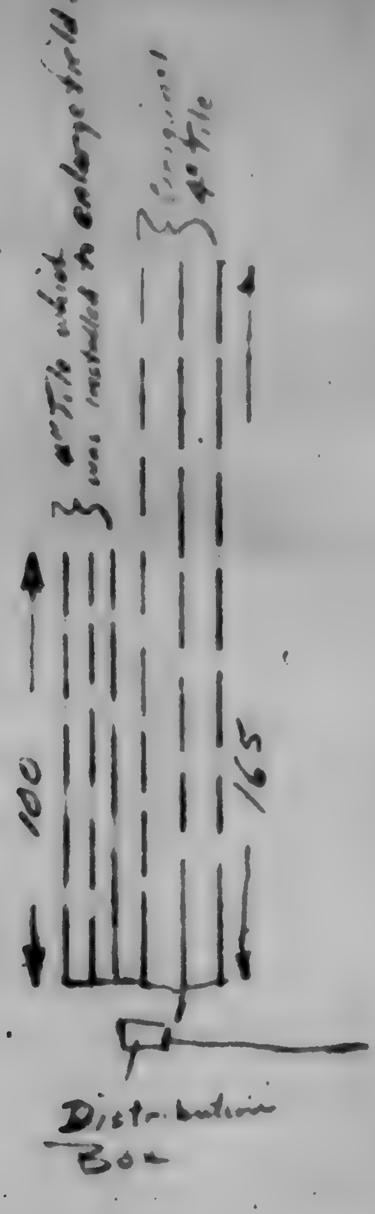
You will note that we have added three (3) lanes of tile— 100 feet long.

I believe this will make a satisfactory disposal.

D. D. Rohrbough

D. D. Rohrbough
District Maintenance Superintendent

DDR:mb
cc
Attachment- Sketch


4" Tile which was installed to enlarge field.
Original 4" Tile
100
165
Distribution Box

Septic Tank Drain Field

Timber Line Junction

Oct. 15, 1962

300' - 4" Tile added to field.

RECEIVED
[illegible] 1962
FOR FILING

August 29, 1962

Mr. Curtiss M. Everts
Secretary and Chief Engineer
Oregon State Sanitary Authority
1400 S. W. Fifth Avenue
Portland 1, Oregon

Dear Mr. Everts:

A review has been made of the sanitary problems at the Highway Department Maintenance Headquarters at Government Camp. The report on the investigation made by Mr. Weathersbee and Mr. Spies on July 5 and July 11 leaves the impression that our present system of drain fields is now operating satisfactorily with the possible exception of a small amount of surface drainage from the drain field serving the houses and equipment shed. From all indications, this drain field can be corrected by increasing the capacity.

The proposal that we construct a sanitary sewer from our property in cooperation with the Forest Service that would connect to the portion of the system constructed by Mr. Darr has been reviewed by our Legal staff who have advised us that the State Highway Department cannot legally expend funds on this project.

In view of the above legal opinion, the system now in operation will be maintained in a satisfactory operating condition.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
G. S. Paxson
I. A. DeFrance
A. E. Johnson
D. D. Rohrbough

EFC:sg/TE:jw

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RICHARD H. WILCOX, M.D., PORTLAND
SECRETARY AND STATE HEALTH OFFICER

STATE OF OREGON
OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND 1

MAILING ADDRESS:
P. O. BOX 231
PORTLAND 7, OREGON
TELEPHONE:
DAYS—CAPITOL 6-2161
AFTER HOURS—CAPITOL 2-1600

August 14, 1962

Mr. A. E. Johnson
P. O. Box 4699
Sellwood Station
Portland 2, Oregon.

[illegible] - Government Camp

Dear Mr. Johnson:

Enclosed is a copy of my inspection report concerning sanitary facilities at the State Highway Department installation at Government Camp.

The original report was prepared following my visit to Government Camp on July 5, 1962, and the longhand notes were added following my second visit on July 11, 1962.

Very truly yours,

E. J. Weathersbee
District Sanitary Engineer

EJW:ms

Enclosure

S-5A 8/49

Office Memorandum • OREGON STATE BOARD OF HEALTH

To : Mr. Spies KHS **Date:** July 6, 1962

From : E. J. Weathersbee

Subject: S - Government Camp

On July 5, 1962, John Borden and I visited Government Camp to investigate the reported sanitary problems at the State Highway Department and the U.S. Forest Service installations.

The State Highway Department facilities were inspected with Mr. Glenn Roberts. These consist of the following 3 septic tank and seepage bed systems:

1. 1,000-gallon septic tank and seepage bed serving the Administration and Dormitory Building . This dormitory can accommodate up to 35 men. There are generally only 12 men served by this system. It appeared to be functioning satisfactorily.

2. A second 1,000-gallon septic tank and seepage bed serves the four permanent houses and equipment sheds. Approximately 35 men work "out of" these sheds. There was evidence of past failure of this system and some clear effluent was trickling out of the end of the seepage bed at the time of inspection. Still Creek is located some 250 to 300 yards downslope from this system. The observed seepage and apparently the former break-out was absorbed in the forest duff a short distance below the seepage bed. There was no evidence that this material ever reached near the creek.

3. Another 1,000-gallon septic tank and seepage bed serves a trailer shed with 8 trailer spaces. These are normally occupied during the winter. There was no evidence of failure of this system.

Mr. Roberts stated that they have had trouble with the system which serves the houses and sheds and this was evident. He also stated that they had pumped the tanks about 3 weeks ago and that they were not overloaded with solids.

The critical time to observe these systems would be in the Spring when the snows were melting and the ground super-saturated. It is doubtful that these systems would affect Still Creek, however, it might be an entirely different situation under extremely wet conditions. The one system is definitely in violation due to breaking out on the surface. Re-inspect 7-11-62 These systems are definitely in Still Creek drainage & only approx 150 yd. to nearest water.

The Forest Service situation was not adequately determined because the proper authorities could not be located. No one knew of any actual problem there, but we plan to check this out in detail as soon as possible. Forest Camp & [illegible] map with Peter [illegible] 7-11 Evidence of [illegible] of emergency repair, ditching, etc. On Still Creek drainage.

We talked to Juanita Hagen, Mrs. DeCamp, and Everett Darr about this problem. They stated that the local citizens are very indignant that they had to install a sewerage system at considerable cost and that the State and Federal Govts. did not have to solve their problems. It was apparently represented to them that the State & Federal Government would participate in and assist financially with the community sewerage effort.

It would be best for all, in the long run, if the State and Forest Service could connect to the sewer. However, it is difficult to determine if the sanitation problems as observed, would justify the necessary expenditure of connecting to the sewer Re-inspection 7-11-62 leads me to believe that any sub-surface systems will [illegible] [illegible] [illegible].

The local people at least desire and deserve a complete discussion of this pr by all concerned.

A most promising approach to this problem would appear to be a meeting, called by us and attended by the State Highway Department, U. S. Forest Service (Mt. Hood National Forest) and the Sanitary District for the purpose of thoroughly and openly discussing this matter.

It should at least clear the air. Would ~~suggest~~ urge that we proceed to set up such a meeting at the earliest possible time.

EW

Salem, Oregon
August 10, 1962

Mr. Leonard I. Lindas
Chief Counsel

I hand you the file concerning the Government Camp Sanitary District. The facts, basically, are these:

1. A small sanitary district was formed and is practically insolvent.

2. Everett Darr, in promotion of winter sports areas, built an extension on the sanitary district at a cost of $23,000.

3. The sanitary district and the State Sanitary Authority have, for several years, tried to enlist the Highway Department to extend further the sewer system to include the Highway buildings in the district.

4. The Forest Service would also be involved in the extension to the Highway buildings.

5. At a recent meeting, the Sanitary Board of Directors stated that:

   (a) The Highway Department and Forest Service should extend the system.

   (b) The Highway Department and the Forest Service should each repay to Everett Darr a one-third share of the extension built by him.

   (c) The district would operate this sewer extension.

   (d) We would be granted sewer service gratis at the normal rates until our investment would be used up. This would amount to free sewer service for somewhere in the neighborhood of 50 years.

6. There are additional complications in that the sewer extension will go across some private land and there will be future hookups. We would also be granted credit for the amounts of these hookups.

7. Please advise me of the legality of this procedure.

8. There isn't anything wrong with our present operation anyway.

TE:jw

Tom Edwards
Assistant State Highway Engineer

Enc.

cc Forrest Cooper
G. S. Paxson

ENGINEER'S ESTIMATE

GOVERNMENT CAMP (PROPOSED SANITARY SEWER)
Government Camp Section
Mt. Hood Highway Clackamas County

ITEM	UNIT	QUANT.	ALLOW.	TOTAL	PRICE	COST
1. Clearing & Grubbing	Acre	1.6			1,000.00	1,600.00
2. Drainage Exc. Unclass.	Cu. Yd.	1,275	130	1,405	2.75	3,863.80
3. 8-inch Concrete Sewer pipe	Lin. Ft.	3,750	176	3,926	2.25	8,856.00
4. Concrete Manholes	Each	9	1	10	275.00	2,750.00
					SUBTOTAL	$17,066.80
			Engineering & Contingencies 20%			3,413.40
					TOTAL	$20,480.40

Form [illegible]

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET 1 OF 1 SHEETS

GOVERNMENT CAMP (PROPOSED SANITARY SEWER)
GOVERNMENT CAMP SEC.
MT. HOOD HWY. CLACKAMAS COUNTY

Estimate Quanities

Beginning of Project Sta. 3+23
End of Project Sta. 41-

Item #1 Clearing & Grubbing

$$\frac{3,500' \times 20'}{43,560} = 1.6 \text{ Acres}$$

Item #2 Drainage Excavation Unclassified

$$\frac{19,125 \times 1.8}{27} = 1,275 \text{ Cu. Yd.}$$

+10% 130 " "
Total 1,405 " "

Item #3 8-inch Concrete Sewer Pipe

3,750 Lin. Ft.
+5% 186
Total 3,936 Lin. Ft.

Item #4 Concrete Manholes

9
+ 1
Total 10

Government Camp Sanitary District
Government Camp, Oregon
July 26, 1962

Mr. Tom Edwards
State Highway Engineer
Highway Deptartment
Salem 10, Oregon

Dear Sirs:

At the meeting held today in the State Office Building in Portland, you requested the schedule of rates charged within the Government Camp Sanitary District. The following two Ordinances pertain to this matter:

Ordinance No. 1

AN ORDINANCE ESTABLISHING SEWER RATES AND CHARGES FOR THE GOVERNMENT CAMP SANITARY DISTRICT, MAKING SAID CHARGES A LIEN ON THE PROPERTY SERVED, PLEDGING THE NET REVENUE THEREFROM AS SECURTTY FOR THE GOVERNMENT CAMP SANITARY DISTRICT SEWERAGE SYSTEM BONDS.

THE GOVERNMENT CAMP SANITARY DISTRICT ORDAINS AS FOLLOWS:

SECTION 1; There is hereby imposed and legied upon all places of business, residences in the Government Camp Sanitary District, Clackamas County, Oregon when said places of business or residences are connected with the sewer system of the Government Camp District, just and equitable rates for the hook-up, service, maintenance, operation and extension of the sewer system of the Government Camp Sanitary District.

Section 2. The just and equitable rates are hereby established, determined, and declared to be as follows:

(A) HOOK-UP CHARGES:

Item

Residences: A total charge of $100.00 payable at the rate of $4.17 per month until paid in full, provided however, that if said charge is paid in full within six months of the effective date of this ordinance, a deduction of $10.00 shall be allowed thereon.

Business: A total charge of $250.00 payable at the rate of $10.42 per month until paid in full, provided however, that if said charge is paid in full within six months of the effective date of this Ordinance a deduction of $10.00 shall be allowed thereon.

Said charges shall be assessed at once against all residences places of business, buildings, trailers, and other edifices within the Government Camp Sanitary District, at the time of hook-up. Multiple units located upon the same lot or tract of land shall be assessed as a single unit provided a common hook-up is used. Churches and their accompanying parsonage shall be assessed as a single unit even though said Church and parsonage may actually require two physical hook-ups.

(B)

(B) SEWER SERVICE, OPERATION AND MAINTENANCE RATES:

Item	Monthly rates
Residences (single).................................	$3.00
Residences (multiple).................................	$3.00 plus $1.00 for each additional unit

Item	Monthly rates
State approved Cabins, Motels and/or Trailer Courts	$3.00 plus $1.00 per each unit used at any time during the month.
Cafes, Taverns and soda fountains	$10.00
Restaurants, cocktail lounge and bus depot	$20.00
Grocery Stores, garages and service stations	$10.00
Ski rental shops, hardware, appliance, clothing or department stores	$10.00
Machine shops, repair shops	$3.00
Office buildings	$5.00
Barber and Beauty beaty shops	$10.00
Lodge, community or meeting hall	$5.00
Ski clubs and/or dormitories	$3.00 plus $15.00 per month of operation.
Churches, including parsonages	$3.00
Any other business, commercial or industerial property not herein specified	$10.00

SECTION 3. All charges and rates herein provided shall be paid and collected monthly. All payments shall be made to the secretary of the Government Camp Sanitary District or such other place as may be designated by the Board of Directors, and all payments so collected shall be placed and maintained in a special fund designated as the ''Sewer Fund Account''. Such funds shall be used only for the purpose of payment of the principal and interest upon Government Camp Sanitary District Sewerage System Bonds so long as any of said bonds remain unpaid, provided however, that not more than $2,000.00 per annum of said funds may be used for the purpose of operation and maintaining the said sewerage system.

SECTION 4. The rates and charges hereinabove provided for shall become effective, due and payable as of the 1st day of November, 1958 and all such charges shall become a lien against the property which they are assessed and in case of delinquency in payment thereof the said lien may be foreclosed in any manner permitted by the laws of the State of Oregon.

Section 5. The net revenue from said rates and charges (after dedudtion of the $2,000 per annum operation expense hereinabove provided for) are hereby pledged as additional security and a lien is hereby created upon said net revenue for the payment of the principal and interest of the Government Camp Sanitary District, and said pledge and lien shall exist and continue until said bonds, principal and interest, are fully paid.

SECTION 6. Each of the seperate provisions hereof shall be deemed to be independant to the extent that if any Section, paragraph, subsection, clause or phrase hereof shall be declared or adjudged to be invalid or inconstitutional by any Court of competent jurisdiction, such declaration or judgement shall not effect the validity of the remaining portion of this ordinance.

ORDINANCE NO. 5

AN ORDINANCE ESTABLISHING SEWER RATES AND CHARGES FOR THE GOVERNMENT CAMP SANITARY DISTRICT FOR THE AREA SERVED BY THE MAIN SEWER TRUNK LINE ON THE SOUTH SIDE OF U. S. HIGHWAY 26.

THE GOVERNMENT CAMP SANITARY DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. There is hereby imposed and levied upon all places of business, residences, in Government Camp Sanitary District, Clackamas County, Oregon when said places of business or residence are connected to the main sewer line on the south side of U. S. Highway 26.

SECTION 2. The just and equitable rates are hereby established, determined, and declared to be as follows:

(A) HOOK-UP CHARGES

Item	
Residences..........	$300.00
Businesses..........	$500.00

(B) SEWER SERVICE, OPERATION AND MAINTENANCE RATES

Item

Service, operation and maintenance charges will remain the same as stated in Ordinance No. 1, Section 2

In reference to Mr Everett Darr's cost for installation of a sewer line in the Multapor area to the most feasible connecting point on the main trunk line, the total cost was $34,221.43. Of this amount, $10,281.03 was for the line and extensions in the Darr subdivision from Multapor warming hut to the overpass on U.S. Highway 26. The remaining $23,940.40 was the cost for 3200 ft of line from the overpass west down the highway to the intercepting line. Mr. Darr's agreement with this District is that all hook-on fees in the Multapor area are to be paid to Multapor Inc. to help repay the amount of $23,940.40. The use fees charged each month are to go to this District as Mr. Darr did not want the additional book work involved. Also, there are sometimes a few individuals who become delinquent in their accounts and all charges owing have to be attached to the taxes as provided for in Ordinance No. 1, Section 4. Multapor Inc. is given credit in the amount of $228.00 per year for the use fee for the warming hut and Mr. Reynold's house. This amount also goes towards the repayment of the $23,940.40. The amount of $10,281.03 has been more or less written off as Mr. Darr feels that is the amount that would have been spent to install a private sewer system to serve the Multapor area.

As to the credits the State Highway Dept. and the Forest Service will be given if they decide to construct the line down to connect with the Multapor line, the Board feels the parties involved in the construction will dictate their terms to the Government Camp Sanitary District, not the reverse. The Board feels the State and Forest Service should be paid the hook-on fees of future private individuals along the proposed sewer line, until at such time the initial cost for construction through private land has been repayed. But, if the private individuals are to help pay for part of the construction costs other arrangements will have to be made. As for the fees charged for use each month, the Board does not know if the agencies involved would want to bother with the billing or if they would rather do as Mr. Darr has done and turn this over to the District. The State and Forest Service would be given credit for their buildings but it is the private individuals the Board is wondering about. At this time there is only two but in the future there will be more.

I believe this covers everything you asked for. If not please advise me and I will send you any further information you may require. At any time you wish to confer with the Board members they will meet at your convenience.

Sincerely

[illegible] Beckman
Sec. Govt Camp San. Dist

copy sent to
Mr. Milton Roberts
Mr. Curtiss Everts
Mr. A.E. Roberts

FORM WPC-19

MEMBERS OF THE AUTHORITY
HAROLD WENDEL, CHAIRMAN, PORTLAND
DR. RICHARD H. WILCOX, PORTLAND
LEWIS A. STANLEY, SALEM
HERMAN P. MEIERJURGEN, BEAVERTON
B. A. MCPHILLIPS, MCMINNVILLE
EDWARD C. HARMS, JR., SPRINGFIELD
JOHN P. AMACHER, WINCHESTER
CURTISS M. EVERTS, SECRETARY
PORTLAND

STATE OF OREGON
OREGON STATE SANITARY AUTHORITY
A DIVISION OF THE OREGON STATE BOARD OF HEALTH
STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND 1

MAILING ADDRESS:
P. O. BOX 231
PORTLAND 7, OREGON
TELEPHONE:
CA 6-2161

JUL 1 7 1962

July 16, 1962

Mr. Forest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

Re: S - Government Camp

Dear Mr. Cooper:

Quite some time ago we discussed with Mr. P. N. Stephenson, Assistant State Highway Engineer and with representatives of the U. S. Forest Service the matter of sewage disposal for properties of the two agencies located adjacent to the Government Camp Sanitary District. More recently this same matter was discussed by Kenneth H. Spies, Sanitary Authority Engineer, with Mr. Darrell Rohrbaugh of your department.

Since the conference with Mr. Rohrbaugh inspections have been made by our district engineer, Mr. E. J. Weathersbee, of both your property and that of the U. S. Forest Service and the matter has been discussed with representatives of the Government Camp Sanitary District.

It is our understanding that a preliminary engineering study has been made by your department of the possibility of connecting the State Highway Department properties with the existing sewer system of the Government Camp Sanitary District. Because such a connection provides the most satisfactory solution to this sewage disposal problem we wish to invite representatives of the State Highway Department, the U. S. Forest Service and the Government Camp Sanitary District to meet with our staff on Thursday, July 26 at 1:30 p.m., PDT, in Room 968 of the State Office Building, 1400 S. W. 5th, Portland.

If this time and date are not convenient with you, please contact us by telephone and we will make other arrangements.

Very truly yours,

Curtiss M. Everts
CURTISS M. EVERTS
Secretary & Chief Engineer

KHS:lb

cc: E. J. Weathersbee
cc: D. D. Rohrbaugh

Tom - I want to know about this

ENGINEER'S ESTIMATE

GOVERNMENT CAMP (PROPOSED SANITARY SEWER)
Government Camp Section
Mt. Hood Highway Clackamas County

ITEM	UNIT	QUANT.	ALLOW.	TOTAL	PRICE	COST
1. Clearing & Grubbing	Acre	1.6			1,000.00	1,600.00
2. Drainage Exc. Unclass.	Cy. Yd.	1,275	130	1,405	2.75	3,863.50
3. 8"inch Concrete Sewer pipe	Lin. Ft.	3,750	186	3,936	2.25	8,856.00
4. Concrete Manholes	Each	9	1	10	275.00	2,750.00

SUBTOTAL $17,069.50
Engineering & Contingencies 20% 3,413.90
TOTAL $20,483.40

UST I
Houses to connect. survey -
no cost estimate
No money in program

4400 Multapor
7800 to Sewer Plant

Help to Everett Dorr

20483
22000
42,483

Form E-49—30M-

TABULATION SHEET

OREGON STATE HIGHWAY DEPARTMENT

SHEET 1 **OF** 1 **SHEETS**

GOVERNMENT CAMP (PROPOSED SANITARY SEWER)
GOVERNMENT CAMP SEC.
MT. HOOD HWY. CLACKAMAS COUNTY

Estimate Quantities

Beginning of Project Sta. 3+23
End of Project Sta. 41-

Item #1 Clearing & Grubbing

$\frac{3,500' \times 20'}{43,560} = 1.6$ Acres

Item #2 Drainage Excavation Unclassified

$\frac{19,125 \times 1.8}{27} = 1,275$ Cu. Yd.
+10% 130 " "
Total 1,405 " "

Item #3 8-inch Concrete Sewer Pipe

3,750 Lin. ft.
+5% 186
Total 3,936 Lin. ft.

Item #4 Concrete Manholes

9
+ 1
Total 10

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FOR FILING

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7-24-62

AAM
300 [illegible] FIL 75 7-24-62 10:45AM

TOM EDWARDS
I A SEDRAGE

RE SEPTIC TANKS AT GOVT CAMP. THERE ARE THREE--ONE FOR DORMITORY, ONE FOR MAINT BLDG AND HOUSES AND ONE FOR TRAILER SHED. WE HAVE HAD NO TROUBLE WITH THE ONES IN THE DORMITORY AND TRAILER SHED. DRAINAGE FIELD FROM HOUSES AND SHOP HAS SHOWN CARRYOVER WHICH IS IN EVIDENCE FOR A DISTACXX DISTANCE OF 50 OR 60 FEET FROM THE END OF THE FIELD. ROADFOREMAN HAD SEPTIC TANKS PUMPED OUT JUNE 7 AND SINCE THEN THIS LEAKAGE HAS DRIED UP. AT PRESENT THERE IS A SMALL TRICKLE OF CLEAR WATER COMING OUT

A E JOHNSON
FD-:.--.

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

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FOR FILING

[illegible]

[illegible]

June 29, 1962

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power and Light Company
216 W. Main
Medford, Oregon

Dear Mr. Jackson:

At the Commission meeting, this date, you handed me a letter from Mrs. H. O. Winters, of Government Camp, to Mr. Darrell Jones, Commissioner of Clackamas County.

Mrs. Winters' letter had to do with construction of rest rooms in the Government Camp area. Mrs. Winters makes no mention of this being a Highway Department problem but is rather asking that the County do something.

The Highway Department has no parks or picnic areas at Government Camp and has never been involved in the recreational facilities other than plowing snow. From time to time we receive requests from various areas of the State asking that we take care of their "disposal" problems. I doubt that we wish to get involved in this but will take whatever action you deem appropriate.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
Victor D. Wolfe

A

Mrs. H Winters
Box 46
Government Camp
Oregon

O&C Land Grant Counties
Darrell Jones
Oregon City Oregon

Dear Sir,
Undoubtedly there is a need for a new chair lift on Mt. Hood/ but befor trying to get more people to come to this area,there should be adequate facilities for all the thousands that come here already. There are not adequate sleeping places, rest rooms and no dressing rooms the exception being Timberline which does care for it's overnight quests but not those that are just there for the Skiing .

OUr two rest rooms oné for the ladies and one for the gentlemen., are not enough for nearly 6,000 people in one day. This is not every day but during the weekends at Ski time. We have trouble keeping them available for our customers, which of course is our main interest. With them being in such constant use it is next to impossible to keep them sanitary.

There are some outdated ones that the forest service has up but they are not taken care of. They are also very hard to get at in the winter. Due to their filthy condition they are not used only ase a last resort.

They have recently completed the sewar system here and there is sufficient water. I am not familiar with what private land there is here and which is Government land. I do know that it would be hard for a private citizen,would have trouble finding a suitable site to build such facilities.

The financeing would also be a problem. There is a very definate need for any or all of these buildings. We get a great number of people who Ski at Timberline who come here in search of dressing rooms,befor and after Skiing. It would do very little good or none at all to put up untended buildings. These could be pay facilities which could help with the cost of maintainance. If yor organization can't provide these facilities ,perhaps you could let me Know if there is any land available heres at the upper end of Government Camp. Near Wests Ski Shop. Or of any company that might be interested in building such facilities.

The J.C's have their Ski school here but they do not maintain or have any rest rooms or other facilities. Would appreciate any information you can give me on this situation. I know this is not as glamorous as a ski tow ,but it is a necessity.

Thanking You In Advance

Mrs H. O Winter

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JUN [illegible] 1962

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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1962

SUBJECT: Government Camp Sewer System - Timberline Jct. Maintenance Station

To:

Tom Edwards
Assistant State Highway Engineer

Building

Attached are copies of recent letters regarding our sewage facilities at Timberline Junction Maintenance Station including letters from the following: A. E. Johnson, April 2, 1962; D. D. Rohrbough, April 12, 1962; I. A. DeFrance, May 7, 1962. Subsequent to my memo of May 7 Mr. Edgerton reported the "Lagoon" system of sewage disposal was not recommended for Timberline Junction Maintenance Station.

It appears our septic tanks are operating satisfactorily and possibly nothing needs to be done now. The Government Camp Sanitary District would like us to join their system, of course, but the cost is very high.

Under the circumstances where our present installation is operating satisfactorily, we recommend no action be taken at this time.

I. A. DeFrance
I. A. DeFrance
Maintenance Engineer

IAD:je
Enclosure

cc G. S. Paxson
P. M. Stephenson
Roy Edgerton
A. E. Johnson
D. D. Rohrbough

3/4
7/1/62
approve no action
E 6/7/62
[illegible]

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[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1962

SUBJECT: Timberline Junction Connection to Government Camp Sewer System

To:

Memo to the Files:

I discussed this with Roy Edgerton this morning and pointed out the cost of $20,480, plus 1/3 of the Everett Darr cost of $23,000, or $7,666, which would make the capital outlay cost $28,146 to connect to the Government Camp system. I told him that it appeared to me that this high cost, together with the high monthly charges, might justify our going to a private system as suggested by Edgerton in his letter of November 13, 1959, estimated at that time to cost $16,000, plus $2,000 for engineering.

Mr. Edgerton stated that since he made his original investigation in 1959 the State University has been making some study of a new "Lagoon" system of sewage disposal that would be more economical to install and operate and yet as satisfactory as either the private plant or connection to the Government Camp system.

He stated he would discuss the present status of their research with Fred Burgess, who is familiar with this study at Corvallis, and after doing so, contact me.

I. A. DeFrance
Maintenance Engineer

NOTED
TOM EDWARDS

IAD:hl

cc: Roy Edgerton
Tom Edwards
A. E. Johnson
D. D. Rohrbough
Files

RECEIVED
MAY 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 2, Oregon
April 12, 1962

To:

SUBJECT: Rate Schedule Government Camp Sanitary District.

A. E. Johnson
Division Engineer
Portland 2, Oregon

On April 9th, John Phillips sent a teletype requesting certain information concerning the Government Camp Sewer Project.

I am enclosing a new copy of rates which are being charged within the Government Camp Sanitary District.

Also listed below are the questions which Mr. De France has raised concerning the above service.

1. Does the District still insist that we pay six dollars monthly for residences instead of regular charge of three dollars?

Ans.— I talked with Gene Beckman regarding this charge and he said that he believes the charge on State Residences will be set at three dollars per month. This would have to be decided by the Board of Directors of which he is a member.

2. What would their total monthly charge be?

Ans.—

4 Residences @ 3.00 per mo.	$	144.00	per	yr.
1 Dormitory @ 18.00 per mo. for 7 mo.		126.00	"	"
" as office @ 5.00 per mo. for 5 mo.		25.00	"	"
1 Shop @ 3.00 per mo. for 12 mo.		36.00	"	"
Trailer Shelter @ 3.00 mo.		36.00	"	"
" " - 7 mo. @ 8 trailers		56.00	"	"
Estimated Total Yearly Cost	$	423.00		
Estimated Monthly Cost	$	35.25		

The above costs were based on being able to call our Dormitory an Office Building for about five months of the year. This would be a point which should be clarified by meeting with the Sanitary District.

3. How long would it take to use up our construction cost of $20,480.00?

   It is assumed that a portion of this initial cost would be borne by the Mt. Hood Forest Service, so it is not possible to arrive at an answer to this question until the State's share of the cost is determined.

4. Is the rate schedule still the same as the one sent us in June, 1959?

   New schedule attached appears to be about the same.

In addition to the above information, I wish to state that it is rumored that Everett Darr, who recently built the portion of line between Highway Station 72 ≠ 16 and Station 40 ≠ 00 ± has $23,000.00 invested in his part of the line. He feels that the Forest Service and State should each pay 1/3 of his cost. The portion of the State's proposed line would pass through considerable private land, and it is my understanding that any hook-up fees on this section of line would be paid to the State, so a portion of the original cost would be recovered in this manner.

D. D. Rohrbough
District Maintenance Superintendent

DDR:mb
cc

P. O. Box 13
Government Camp, Ore
April 10, 1962

D. D. Rohrbough
P. O. Box 4699
Sellwood Station
Portland 2, Oregon

Dear Mr. Rohrbough,

As per your request to Gene Beckman by telephone on this date, we are sending you the schedule of rates charged within the Government Camp Sanitary District.

The following is a complete copy of Ordinance No 1.

GOVERNMENT CAMP SANITARY DISTRICT

ORDINANCE NO 1

AN ORDINANCE ESTABLISHING SEWER RATES AND CHARGES FOR THE GOVERNMENT CAMP SANITARY DISTRICT, MAKING SAID CHARGES A LIEN ON THE PROPERTY SERVED, PLEDGING THE NET REVENUES THEREFROM AS SECURITY FOR THE GOVERNMENT CAMP SANITARY DISTRICT SEWERAGE SYSTEM BONDS.

THE GOVERNMENT CAMP SANITARY DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. There is hereby imposed and levied upon all places of business, residences in the Government Camp Sanitary District, Clackamas County, Oregon, when said places of business or residences are connected with the sewer system of the Government Camp District, just and equitable rates for the hook-up, service, maintenance, operation and extension of the sewer system of the Government Camp Sanitary District.

SECTION 2. The just and equitable rates are hereby established, determined, and declared to be as follows:

(A) HOOK-UP CHARGES:

Item

Residences: A total charge of $100.00 payable at be rate of $4.17 per month until paid in full, provided however, that if said charge is paid in full within six months of the effective date of this ordinance, a deduction of $10.00 shall be allowed thereon.

Businesses: A total charge of $250.00 payable at the rate of $10.42 per month until paid in full, provided however, that if said charge is paid in full within six months of the effective date of this ordinance, a deduction of $10.00 shall be allowed thereon.

Said charge shall be assessed at once against all residences, places of business, buildings, trailers, and other edifices within the Government Camp Sanitary District, at the time of hoo-up. Multiple units located upon the same lot or tract of land shall be assessed as a single unit provided a common hookup is used. Churches and their accompanying parsonages shall be assessed as a single unit even though said Church and parsonage may actually require two physical hook-ups.

[illegible]

(B) SEWER SERVICE, OPERATION AND MAINTENANCE RATES:

Item	Monthly rate
Residences (single)	$3.00
Residences (multiple)	$3.00 plus $1.00 for each additional unit.
State approved Cabins, Motels and/or Trailer Courts	$3.00 plus $1.00 for each unit used at any time during the month.
Cafes, taverns and soda fountains	$10.00
Restaurants, cocktail lounge and bus depot	$20.00
Grocery stores, garages and service stations	$10.00
Ski rental shops, hardware, appliance, clothing or department stores	$10.00
Machine shops, repair shops	$3.00
Office buildings	$5.00
Barber and beauty shops	$10.00
Lodge, community or meeting hall	$5.00
Ski clubs and/or dormitories	$3.00 plus $15.00 per month of operation.
Churches, including parsonages	$[illegible].00
Any other business, commercial or industrial property not herein specified	[illegible]

[illegible] rates and [illegible] herein provided [illegible] shall be [illegible] collected shall be placed [illegible] of the principal and interest [illegible] bonds as long as any of [illegible] but not more than [illegible] used for the purpose of operation and maintaining the said sewerage system. After all of said bonds have been paid in full, all of such funds may be used for the operation, maintainance, repair and extension of said sewerage system.

Section 4. The rates and charges hereinabove provided for shall become effective, due and payable as of the 1st day of November 1958 and all of such charges and rates shall be subject to collection on and after said date. Said charges shall become a lien against the property against which they are assessed and in case of delinquency in payment thereof the said lien may be foreclosed in any manner permitted by the laws of the State of Oregon.

SECTION 5. The net revenue from said rates and charges (after deduction of the $2,000.00 per annum operation expense hereinabove provided for) are hereby pledged as additional security and a lien is hereby created upon said net revenues for the payment of the principal and interest of the Government Camp Sanitary District Sewerage Bonds, said bonds being general obligation bonds of the Government Camp Sanitary District, and said pledge and lien shall exist and continue until said bonds, principal and interest, are fully paid.

SECTION 6. Each of the seperate provisions hereof shall be deemed to be independent to the extent that if any Section, paragraph, subsection, clause or phrase hereof shall be declared or adjudged to be invalid or unconstitutional by any Court of competent jurisdiction, such declaration or judgement shall not affect the validity of the remaining portions of this ordinance.

Adopted by the Board of Directors of the Government Camp Sanitary District at Government Camp, Oregon, on the 1st day of October, 1958, with all members of the Board voting for its adoption.

Signed and approved by the President of Government Camp Sanitary District this 1st day of October, 1958.

****

Affecting properties on the south side of the new highway in Government Camp Sanitary District is Ordinance No 5. which reads as follows:

Government Camp Sanitary District

ORDINANCE NO. 5

AN ORDINANCE ESTABLISHING SEWER RATES AND CHARGES FOR THE GOVERNMENT CAMP SANITARY DISTRICT FOR THE AREA SERVED BY THE MAIN SEWER TRUNK LINE ON THE SOUTH SIDE OF U. S. HIWAY 26.

THE GOVERNMENT CAMP SANITARY DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. There is hereby imposed and levied upon all places of business, residences, in the Government Camp Sanitary District, Clackamas County, Oregon, when said places of business or residences are connected to the main sewer line on the south side of U. S. Highway 26.

SECTION 2. The just and equitable rates are hereby established, determined, and declared to be as follows:

(A) HOOK-UP CHARGES

Item	
Residences...........	$300.00
Businesses...........	$500.00

(B) SEWER SERVICE, OPERATION AND MAINTENANCE RATES:

Item

Service, operation and maintenance charges will remain the same as stated in Ordinance No. 1, Section 2.

Adopted by the Board of Directors of Government Camp Sanitary District at Government Camp, Oregon on the 6th day of September, 1961 with All members of the Board voting for its adoption.

Signed and approved by the President of Government Camp Sanitary District this 6th day of September, 1961.

This is a copy of two ordinances which cover the information you desired. If more information is needed please advise us and we will do our best to see that the needed information gets to you as soon as possible.

Respectfully,

Chairman of the Board of Directors
Government Camp Sanitary District
Government Camp, Oregon

B. J. De Camp

FORM E-30 50M 3 61 84397

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 2nd, 1962

SUBJECT: Government Camp Sewer

To: I. A. DeFrance
Maintenance Engineer
State Highway Department
Salem, Oregon

During 1961 we initiated a survey to determine if a sewer line from Multipor Hill Road along the new section of the Mt. Hood Highway through Government Camp to our maintenance station would be feasible. This sewer line would also be intended to serve the Forest Service. We have completed this survey, and have determined that approximately $,700 feet of eight inch sewer pipe would be required at a cost of approximately $20,480.00. It is assumed that a portion of this expense would be borne by the Forest Service.

It is our understanding that with a proper agreement with the Sanitary District, that if the state would construct such a line, that the construction costs would be credited to the state for hook up and monthly charges until such construction cost is used up. It is also our understanding that the sanitary district would maintain such a sewer line.

It is recommended that a meeting be arranged between the Highway Department, the Forest Service, and the Sanitary District to discuss the above details an an initial step to determine if we are interested in such a project. Please advise if you wish such a meeting arranged.

Enclosed are copies of a report by Mr. Rohrbough, and the data listed in his letter.

A. E. JOHNSON
Division Engineer

AEJ:w
Encl.
cc: D. D. Rohrbough

NOTED
I. A. DEFRANCE

NOTED
L. A. PHILLIPS

RECEIVED
OCT 13 1961
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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1961

SUBJECT: Authority for Survey
Government Camp
Sanitary Sewer Project

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer

Attached is a copy of a letter dated September 26, 1961, from A. E. Johnson, Division Engineer, together with Authority for Survey in triplicate covering subject project.

Mr. DeFrance advised me that he has discussed this proposal with you and asked me to forward the forms to you for such disposition as you may wish to make.

John A. Phillips
John A. Phillips
Assistant Maintenance Engineer

JAP:jre
Enclosures

cc: A. E. Johnson
D. D. Rohrbough

RECEIVED
SEP 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

FORM E-30 50M 6-59 13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 26th, 1961

SUBJECT: Authority for Survey
Government Camp Sewer

To: I. A. DeFrance
Maintenance Engineer
State Highway Department
Salem, Oregon

We were recently advised that a sewer is to be constructed along the Mt. Hood Highway at Government Camp, which sewer will be on the southerly side of the new highway and will run from approximately Multipor Hill Road westerly. This sewer has apparently been designed to accommodate a future extension to our maintenance station and the forest service yard, if constructed. I recently discussed this with Mr. P. M. Stephenson, and indicated it would be desirable to perform a survey to determine if such a sewer line to our maintenance station and the forest service is feasible, and to prepare an estimate of cost for such a line in order to determine if we would want to construct such a line. Mr. Stephenson indicated verbal approval, and enclosed herewith is a request for Authority for Survey in the amount of $1200.

It is recommended that approval of this request for survey is recommended.

A. E. JOHNSON
Division Engineer

AEJ:w
Encl.
cc: P. M. Stephenson
D. D. Rohrbough

RECEIVED
1961

FOR FILING

HOLLISTER M. STOLTE, M.D., M.P.H.
Health Officer

Phone OLive 6-2641

304 Court House

COUNTY OF CLACKAMAS
HEALTH DEPARTMENT

COUNTY COURT HOUSE OREGON CITY, OREGON

August 11, 1961.

Mr. M. K. McIver, Chairman,
Oregon State Highway Commission,
State Highway Building,
Salem, Oregon.

Dear Sir:

During the early part of May 1961, your department and that of the United States Forest Service were contacted by the County Health Department and the State Sanitary Authority to work in cooperation with the Government Camp Sanitary Board towards connecting highway and forest service facilities to the existing sanitary sewer at Government Camp.

Almost immediate response was obtained from the Regional Forest Service headquarters in Portland. We were told that money was being programmed for this specific purpose as of July 1, 1961. This was extremely gratifying in view of the courageous efforts made by Government Camp people to set up their present sewer and treatment facilities for use of all agencies and residences in the area.

Since we had not heard from your office, Mr. Darrell Jones, County Commissioner, held a recent telephone conference with a representative of the Highway Department and a member of the Forest Service for the express purpose of coordinating the efforts of all pertinent groups in this endeavor. Your representative indicated a willingness to see what could be done. However, we since understand that he has been ill and there has been no further word from the Highway Department.

Four homes, used by highway personnel, your office and garage at Government Camp have long been a source of worry to us in so far as sewage disposal facilities are concerned. Such facilities have been in violation due to inadequate soil and adverse weather conditions.

May we expect an answer from you on this important matter? It is hoped that the OregonState Highway Department will make a special effort towards connecting its own facilities to those of the present sanitary sewer, or perhaps working with the Forest Service on a "share-the-cost" toward this goal.

Your consideration in the matter will be greatly appreciated.

Very truly yours,

CLACKAMAS COUNTY HEALTH DEPT.

Hollister M. Stolte M.D.
Hollister M. Stolte,M.D.

JB/apr

NOTED
P. M. STEPHENSON

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 6th, 1960

SUBJECT: Sewage Disposal Plant
Government Camp

To:
P. M. Stephenson
Ass't. Highway Engineer
Salem, Oregon

Mr. Darel Rohrbough, District Maintenance Superintendent, recently received a letter from Mr. Bruce M. Kirkland, Forest Service District Ranger, regarding a use permit for the extension of the Summit Ski area parking lot. This letter is forwarded to you for your information, because of his reference to connecting to the Government Camp sewer system.

Mr. Rohrbough's letter of transmittal, a copy of which is enclosed, refers to a study by Mr. Edgerton for a separate sewage disposal plant on Still Creek for possible use by our department and the forest service.

We are unfamiliar with progress made by Mr. Edgerton, and forward this letter for your information.

AE Johnson
A. E. JOHNSON
Division Engineer

AEJ:w
Encl.
cc: D. D. Rohrbough

NOTED
P. M. STEPHENSON

RECEIVED
APR - 7 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 7 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-30X—50M—6-56—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 31, 1960

SUBJECT: Special Use Permit
Summit Ski Area
Government Camp - Old Highway

To:

A E Johnson
Division Engineer
Office

Attached please find a copy of a letter which I received this date from Bruce M Kirkland, District Ranger for the Mt. Hood Forest Service at Government Camp. This refers to the Special Use Permit which we had requested covering the extension of the Summit Parking Lot.

You will also note that Mr. Kirkland has made reference to the possibility of the Forest Service and State Highway Department connecting onto the Government Camp sewer if and when it is extended to the Summit Ski area. I believe that we should check with our Salem office and find out the results of Mr. Edgerton's recent study regarding the possibility of putting in a sewage disposal plant on Still Creek. I believe that if this is deemed practical, the Forest Service would be interested.

Darel D. Rohrbough
Darel D Rohrbough
District Maintenance Superintendent

DDR:bb
encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MOUNT HOOD NATIONAL FOREST

March 30, 1960

Oregon State Highway Department
Darel D. Rohabough
Box 4699, Sellwood Station
Portland 2, Oregon

Dear Sir:

I received your application for a special use permit for the extension of the Summit Ski Area parking lot early last October. I was sure that I would have the permit processed by now but other work has prevented this. I assure you that the permit will be forthcoming and as far as I know no further action is necessary on your part. I wish to thank you for your patience in this matter.

Concerning the possibility of the State Highway Maintenance Buildings being connected to the Government Camp sewer system I believe that at a time when it is eminent that this is going to come to pass that we should have a meeting of the people from your department and Wilton Roberts from our Supervisors Office and myself.

Until such a time as we are sure the present sewer lines are going to be extended to the vicinity of the Summit Ski Area I don't believe there is a need for too much planning. We do plan to make a accurate site plan for our buildings near the Timberline Junction this summer and at that time we will get the elevations necessary to plan our portion of the sewer extension.

Very truly yours,

Bruce M. Kirkland
District Ranger.

RECEIVED
NOV 30 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1959

SUBJECT: Sewage treatment plant, Timberline Jct. Maintenance Station

To: Mr. P. M. Stephenson

I have investigated the cost of a sewage treatment plant for the Timberline Junction Maintenance Station. Package units are available from 6,000 gallons per day, up. On the usual basis of 100 gallons per day per person, a 6,000 GPD plant would take care of the maintenance station. The estimate for this installation would be:

6,000 GPD plant delivered	$ 10,500
Installation	1,000
Connections	1,500
Building	3,000
Subtotal	$ 16,000
Engineering, contingencies, etc.	2,000
Total	$ 18,000

The connection cost is based on a new sewer line from the trailer shelter to a plant location near the dormitory. If it developed that the trailer shelter sewer could be connected to the 6-inch line serving the residences, this would reduce to about $500. The annual operating cost would be estimated at about $500 per year. Some difficulty has been experienced in getting these plants into operation, particularly when they are started under a small part of the rated load as would be the case if we installed the plant in the summer.

An 11,000 GPD plant that would handle the maintenance station and the Forest Service development would cost about $2,000 more, not including the cost of connecting the Forest Service development to the plant.

The levy for the Government Camp Sanitary District for 1959-60 is 37.1 mils. The assessed valuations in Clackamas County are 20 percent of market value. On this basis, if the residences at the maintenance station which cost about $13,000 each were privately owned, the owner would pay $8 per month to the Sanitary District in taxes and $3 in fees. Compared with this, $6 per month does not sound excessive. Similarly, the owner of a dormitory worth $59,500 would pay $37 per month in taxes and $18 in fees.

Roy C. Edgerton
Roy C. Edgerton

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1959

SUBJECT: Government Camp
Sewer District Rates

To:

P. M. Stephenson
Assistant State Highway Engineer

Building

Attached are copies of Mr. Skelton's letter of June 24, 1959, Mr. Rohrbough's letter of June 23, and a letter from the Government Camp Sanitary District dated June 18, all relative to the proposed Government Camp Sewer District rates.

We believe that these rates are too high and that we should study the matter further before agreeing to enter into the proposed cooperative plan.

I. A. DeFrance

I. A. DeFrance je
Maintenance Engineer

IAD:je

Enclosure

FORM E 30X---80M---6 58----13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 24th, 1959

SUBJECT: Government Camp
Sewer District Rates

To: I. A. DeFrance
Maintenance Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith letter dated June 23, 1959 from Darel Rohrbough, concerning the Government Camp Sewer District rates, as requested by yourself under date of May 21, 1959. You requested certain additional information concerning the proposed charges that would be made against the state if we elect to extend their sewer line to serve our Timberline Junction maintenance station.

The Government Camp Sanitary District has answered the questions which were raised in your letter. For clarification of the answers received, I am attaching copy of Rohrbough's letter dated May 25th to the Sanitary District with the five numbered questions which were answered by the Sanitary District on their attached letter. We have also attached a schedule of rates which are set up to serve the district in this area. These rates have been established by the State Sanitary Authority, and the Government Camp District indicates that no exceptions will be made to this schedule.

You will note that Rohrbough intended to extend the trunk line to Engineer's Station 35+50, which would be the approximate westerly edge of the forest service road. At this point the highway sewer line would cross the highway in a southerly direction into the maintenance yard where it would pick up the lateral sewer line from the houses and other buildings.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: D. D. Rohrbough

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 23, 1959

SUBJECT: Government Camp
Sewer District Rates

To: Mr. A. G. Skelton
Division Engineer
Office

On May 21, 1959, Mr. I. A. DeFrance wrote you requesting certain additional information concerning the proposed charges that would be made against the State if we elect to extend their sewer line to serve our Timberline Junction Maintenance Station.

On May 25, 1959, I wrote to the Government Camp Sanitary District asking answers to five questions. For clarification of the five answers received, I am attaching my letter of that date. Apparently the rate schedules which are attached were set up by the State Sanitary authority and the Sanitary District advises that no exceptions be made.

Mr. DeFrance also asked about the stationing of the east end of the proposed truck line. It was my intention that the trunk sewer be extended to Station 35+50 and then we would cross the highway. The line shown on the map at Station 33+50 was merely a spur line of levels which was shown to indicate the profile of the ground.

D. D. Rohrbough

Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

encl.

RECEIVED
[illegible]
OFFICE OF
DIVISION ENGINEER
DIVISION No.

GOVERNMENT CAMP COMMUNITY CLUB
(For Development of Recreation, Culture, Friendship on Mt. Hood)
GOVERNMENT CAMP, OREGON

June 18, 1959

A. G. Skelton
Division Engineer
~~State Highway Dept.~~ P.O. Box 4000
~~State Capitol~~ Sellwood Station
~~Salem, Oregon~~ Portland, Ore.

Dear Sir:

In response to your letter of May 25, 1959, the Board of Directors of the Government Camp Sanitary District has suggested the following:

1. It will be about 25 years before the charges for sewer service can be reduced to cover only operating expenses.

2. The millage rate for the Sanitary District for 1958-59 is 38.5. Most homeowners in the District are paying up to $50.00 increase in property taxes. We believe that if you compute the assessed value of each of your residences you will find the additional $36.00 per year to be fair.

3. Refer to attached sheet.

4. The Board of Directors feels and the State Sanitary Authority advises that no exceptions be made to the rate schedules.

5. Same as above.

Very truly yours,

Maryellen Englesby

Maryellen Englesby, Sec.
Government Camp Sanitary Dist.

May 29, 1959

[illegible] Sanitary District
[illegible], Oregon

Attn: Mr. [illegible]

Dear Mr. [illegible]:

[illegible] Sanitary District [illegible] questions [illegible]

1. Are the monthly rates [illegible] amortize the cost of installation [illegible] and, if so, when will the first cost [illegible] reduced to cover operation expense only?

2. You have stated that the charge for each residence is to be increased from $3.00 to $6.00 per month to make up for the fact that no property tax is paid. We would appreciate figures indicating the taxes collected from private residences or other bases on which the increase was computed. Also, we often have a house vacant; are these charges to run continuously or only for the time the houses are occupied?

3. We note the installation charge [illegible] shops is $100, but for the trailer [illegible] Is this difference based on sewer [illegible] building, [illegible] or type of building that is [illegible]

4. The [illegible] charge of $15 [illegible] part of this building is [illegible] the remainder of the building [illegible] to [illegible] the dormitory charge [illegible] building.

5. The number of people in residence at the Timberline Maintenance Station varies greatly throughout the year. During summer months, the crew strength may be 5 men and in winter months 30 men. It is thought that possibly this charge should vary in proportion to the use and the number of people involved.

I would like to have you consider the above questions and give me a reply so that I may advise our Salem office.

Very truly yours,

A. G. Skelton
Division Engineer

By Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

Cafes, taverns and soda fountains	$10.00
Restaurants, cocktail lounge and bus depot	$20.00
Grocery stores, garages and service stations	$10.00
Ski rental shops, hardware, appliances, clothing or department stores	$10.00
Machine shops, repair shops	$3.00
Office buildings	$5.00
Barber and beauty shops	$10.00
Lodge, community or meeting hall	$5.00
Ski clubs and/or dormitories	$15.00
Churches, including parsonages	$3.00
Any other business, commercial or industrial property not herein specified	$10.00

(B) SEWER SERVICE, OPERATION AND MAINTENANCE RATES:

Item	Monthly rate
Residences (single)	$3.00
Residences(multiple)	$3.00 plus $1.00 for each additional unit.
State approved Cabins, Motels and/or Trailer Courts	$3.00 plus $1.00 for each unit used at any time during the month

Government Camp Sanitary District Rates
Rec'd June 18, 1959

RECEIVED
AUG 5 - 1959
FOR FILING

[illegible]
[illegible]
Gov't Camp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
May 21, 1959

SUBJECT: Sanitary Sewer System, Government Camp

To:

A. G. Skelton
Division Engineer

Portland

Receipt is acknowledged of your letter of May 8, 1959, addressed to P. M. Stephenson relative to the sanitary sewer proposed to be constructed easterly from Government Camp.

We note the estimate of cost for the extension of this sewer line to connect with Highway Department buildings at the Timberline Junction maintenance station. The estimate in the letter is based on a cooperative trunk line installation from Station 25+65 to Station 35+50, a distance of 985 lineal feet. The proposed trunk line shown on the map extends from Station 25+65 to Station 33+50, a distance of 785 lineal feet. Please advise which is correct, the letter or the map, and if the map is correct please revise the estimate made in your letter. We shall hold this correspondence in our files until we receive a report on this estimate and until we have word that the Legislative Enabling Act has been approved and the project is going forward.

In the meantime there are certain questions that arise in connection with the service charges listed by Maryellen Englesby, Secretary of the Government Camp Sanitary District.

The first question is: Are the monthly rates set up in the Ordinance designed to amortize the cost of installation plus some operation cost and, if so, when will the first cost be amortized and the charges reduced to cover operation expense, only?

We note by Mrs. Englesby's letter that the charge for each residence is to be increased from $3.00 to $6.00 per month to make up for the fact that no property tax is paid. We would appreciate figures estimating the taxes collected from private residences or other basis on which the increase was computed. Also, we often have a house vacant; are these charges to run continuously or only for such time as the houses are occupied?

We note the installation charge quoted for residences and the Shops is $100 but for the Trailer Shelter and Dormitory is $250. Is this difference based on sewer connections or size and type of building, and is there an established schedule for various size or type of building that is being followed?

From the letter of March 13th it would appear the monthly charge for the Trailer Shelter would be $3.00 per month (probably for the wash room and rest rooms) plus $1.00 per month for each trailer unit used any time during a month. Some trailers are equipped with their own toilet facilities, but we suppose they all hook up to the Shelter facilities when quartered there for any length of time. Possibly this $1.00 charge should be for any month during which the sewer facilities were used.

The monthly charge of $18.00 seems unduly high for the Dormitory. We have rented a large part of this building for Forest Service office, and the two apartments have been vacant a great share of the time. The occupancy of the dormitory rooms has been very limited. Please determine if there is any way we could vary the dormitory charge in accordance with use.

The number of people in residence at our Timberline maintenance station varies greatly throughout the year. We note we have five workmen employed there now, and some of these live elsewhere. In the winter we have about 30 employees, but some of these live elsewhere, too. The Forest Service office is occupied year-round, but, here again, all of the employees live elsewhere.

It would appear reasonable that the sewer charge should vary in proportion to the use and the number of people involved.

The charges indicated by the Secretary total $59.00 per month plus $1.00 for each trailer shelter unit in use. Should it be contemplated that this amount is to be paid monthly throughout the year the charge would appear excessively heavy during the summer months when we have a regular work force of only five men.

We suggest that Mr. Rohrbough contact the Secretary of the Sanitary District and obtain such additional information as is available on these installation and service charges.

ORIGINAL SIGNED BY I. A. DE FRANCE

I. A. DeFrance
Maintenance Engineer

IAD:je

CC: P. M. Stephenson
D. D. Rohrbough

RECEIVED
MAY 21 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 30 50M 11-58 15690

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 14th, 1959

SUBJECT: Sanitary Sewer System
Government Camp

To: P. M. Stephenson
Assistant State Highway Engineer
Salem, Oregon

I am forwarding herewith a letter dated May 8, 1959 from Darel Rohrbough, regarding the possibility of the department wishing to use facilities of the Government Camp sanitary system. A meeting was held in your office on March 6th, and was attended by representatives of the Mt. Hood National Forest, State Sanitary Authority, and the engineer for the Government Camp sanitary district.

Mr. Rohrbough has obtained field data requested, so that an estimate could be made to cover the cost of this work to the state. Included with this data is a map and profile which shows the extent of the work from the easterly edge of the sewer district to our maintenance headquarters. Also enclosed is a letter dated March 13, 1959 from Maryellen Englesby, Secretary of the Government Camp Sanitary District, which sets up monthly rates that would be required by the sanitary district, and also includes the hook up charges that are established for that area. You will also note a letter dated May 8, 1959 from Mrs. Englesby, which modified certain items in the March 13th letter. These changes would affect the residences and also might possibly affect the rates for the trailer shelter. Mrs. Englesby has stated that they expect to have their line extended to the east boundary by July, providing that funds are available.

Also enclosed is a sketch map of our facilities, including dormitory, four residences, trailer shed, and the maintenance building. This map shows the present sewer line distribution, and septic tank locations, also the elevations of the various buildings.

In Rohrbough's letter of May 8th, he mentions that the line between Station 25+65 and 35+50 would be jointly used by the State and the Mt. Hood National Forest. In the cost summary, you will note that the State's share, if the trunk line were to be established for both ourselves and the Forest Service, would be around $2500. The item of $5500 for 1100 lineal feet in our yard would cover the sewer line connections from our various buildings to the trunk line which lies north of the highway. The State's total would amount to approximately $10,450, which includes allowances and engineering contingencies.

We would like to have about six copies of the large map and profile, so that we may make some distribution to the Mt. Hood National Forest, which was agreed to at the Salem meeting.

A. G. SKELTON
Division Engineer

AGS:w
Encls.
cc: I. A. DeFrance
D. D. Rohrbough

RECEIVED
MAY 15 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 8, 1959

SUBJECT: Sanitary Sewer
Timberline Junction
Mt. Hood Hwy.

To: Mr. A. G. Skelton
Division Engineer
Office

On March 6, 1959, I met in Salem with Mr. P. M. Stephenson and Mr. I. A. DeFrance regarding the possibility of the State Highway Department wishing to use the facilities of the Government Camp Sanitary District if their sewer is extended to the easterly edge of the district. This meeting was attended by representatives of the Mt. Hood Forest Department, State Sanitary Authority, and the Engineer for the Government Camp Sanitary District. At the close of this meeting, Mr. Stephenson requested that I secure some field data so that an estimate could be made to cover the cost of the work to the State. I am enclosing a map and profile which shows the extent of the work from the easterly edge of the sewer district to our maintenance headquarters. I am also enclosing a letter from the Sewer District showing their monthly charge and hook-up charge for each building.

It is estimated that the line between Station 25+65 and Station 35+50 would be used jointly by the State and the Mt. Hood Forest Service. This portion of construction expense would be shared between the two agencies.

I am listing below, an approximate cost for the project. This cost is based on $5.00 per lineal feet of trench.

Trunk Line Sta. 25+65 - 35+50 = 985 lin. ft.	@	$5.00 =	$	2462.50	(States share)
Approx. 1100 feet in yard = 1100 lin. ft.	@	5.00 =		5500.00	
Approx. 4 Manholes	4 @	120.00 =		480.00	
			$	8442.50	
10% Allowance				847.50	
Estimated Cost				9290.00	
12½% Engr. & Cont.				1160.00	
Grand Total			$	10450.00	(States Total)

Mr. A. G. Skelton
Division Engineer

Sanitary Sewer
Timberline Jct. Page 2-

I am enclosing a small map which shows elevations of the various buildings. You will note that it would not be practical to go deep enough to drain the laundry trays in the basements. I believe that it would be necessary to put a sump pump in each basement. This cost has not been included in the above estimate. Also, there would be some adjustment of plumbing in the buildings which has not been included in the estimate.

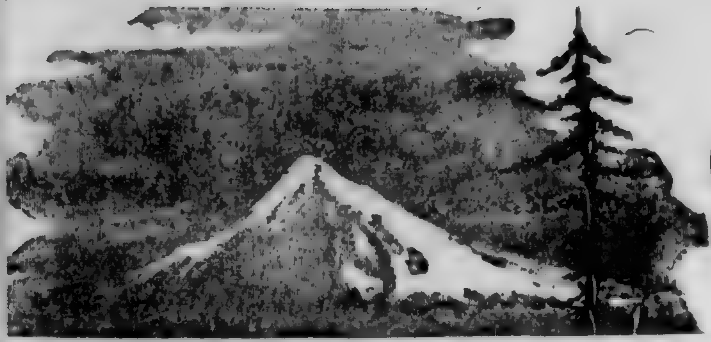
Darel D. Rohrbough

Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

encl. 1 Tracing Map & Profile
3 Layout Maps
3 Copies of Letter Giving Rates

RECEIVED
OFFICE OF
DIVISION ENGINEER
DIVISION



GOVERNMENT CAMP COMMUNITY CLUB
(For Development of Recreation, Culture, Friendship on Mt. Hood)
GOVERNMENT CAMP, OREGON

May 8, 1959

Darel D. Rohrbough
District Maintenance Supt.
P.O. Box 4699 Sellwood Sta.
Portland 2, Oregon

I have been advixed by the Board of Directors of the Government Camp Sanitary District to advise you that instead of the $5 per house per month use fee rate quoted to you earier would be $6 since we receive no property tax from these buildings. The dormitory rate will remain the same as quoted earier but there made be a change in the trailer rates.

We expect to have our line to the Forest Service boundary in July, providing the Governor signs our bill.

Very truly yours,

RECEIVED
MAR 23 1959
FOR FILING
Maint
Sewerage
Gov't Camp

Salem, Oregon
March 20, 1959

Memorandum for the Files:

On March 6 at 1 p. m. a conference was held in Room 136, with the following being present:

Wilton Roberts, Engineer, U. S. F. S.
George Kanskey, Engineer, U. S. F. S.
Curtiss Everts, State Board of Health
Gilbert Groff, Clark and Groff, Consulting Engineers
P. M. Stephenson
I. A. De France
Darel D. Rohrbough

The purpose of the conference was to discuss ways and means of connecting the sewerage system of the U. S. Forest Service and Timberline junction facilities of the State Highway Department to the recently installed sewerage disposal system at Government Camp.

After considerable discussion, it was decided that an on-the-ground investigation would be made by Mr. Rohrbough, with a representative of the U.S. Forest Service, to arrive at an estimate of cost for a main line sewer from Timberline junction to a connection with the Government Camp system. Laterals from this main line sewer to take care of the U. S. Forest Service and the State Highway Department would be paid for by the individual agencies.

When the estimate of cost has been determined, a conference will then be held with the U. S. Forest Service to arrive at an agreement for the installation of the sewer line and the division of costs.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

GOVERNMENT CAMP COMMUNITY CLUB
(For Development of Recreation, Culture, Friendship on Mt. Hood)
GOVERNMENT CAMP, OREGON

[illegible]

[illegible]
[illegible]
P.O. [illegible]
[illegible]

[illegible] Sir:

[illegible]
[illegible]
[illegible]:

Item	[illegible]
[illegible]	[illegible] —— See letter 5/8/59 changing to $6.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

6 × 4 = 24
3
8
3
3
18
59

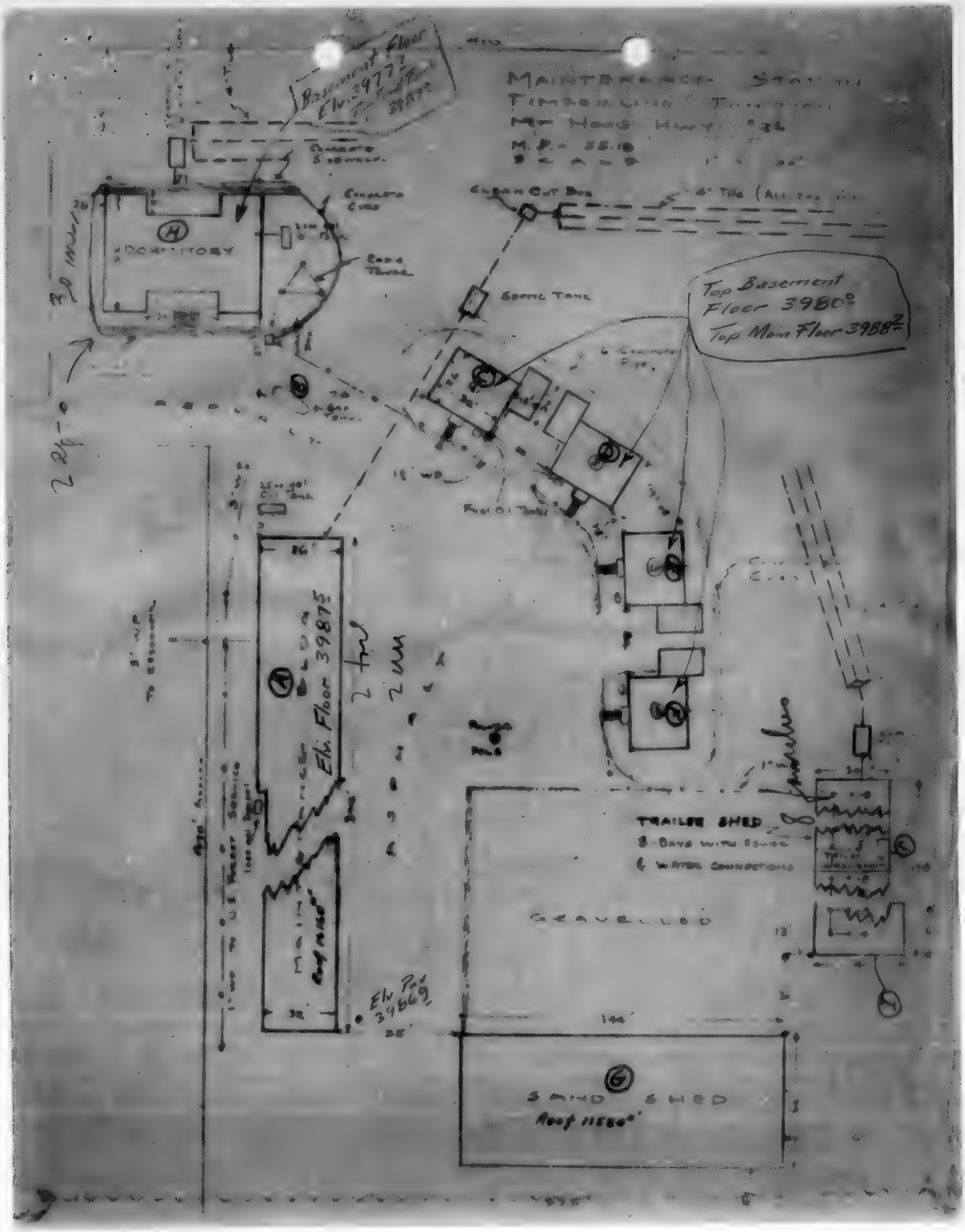
[illegible] charges of [illegible] each [illegible]
[illegible]
[illegible].

[illegible] district. [illegible]
[illegible]
[illegible]
2-[illegible].

[illegible]
[illegible]
[illegible].

Very truly yours,

Maryellen Englesby, Secretary.


MAINTENANCE STATION
TIMBERLINE JUNCTION
MT HOOD HWY #26
M.P. 55.10
SCALE
Basement Floor Elv. 3977
Top Finish Floor 3987
CLEAN OUT BOX
4" TILE
DORMITORY
CONCRETE CURB
RADIO TOWER
SEPTIC TANK
Top Basement Floor 3980
Top Main Floor 3988
FUEL OIL TANK
Elv. Floor 3987
MAIN
Elv. Pad 3986
TRAILER SHED
8 BAYS WITH SEWER
6 WATER CONNECTIONS
GRAVELLED
144'
SAND SHED
Roof 11580
36'
32'
H
A
G

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STATE OFFICE BUILDING
1400 S. W. 5TH AVENUE
PORTLAND 1

MAILING ADDRESS:
P. O. BOX 231
PORTLAND 7, OREGON
TELEPHONE:
DAYS—CAPITOL 6-2161
AFTER HOURS—CAPITOL 2-1500

February 27, 1959

Mr. P. M. Stephenson
State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Stephenson:

Confirming arrangements which were made through my secretary this afternoon; Friday, March 6, at 1:00 p.m. , in your office will be a satisfactory date to meet with Mr. Kanskey and Mr. Roberts of the Forest Service, and Mr. Groff, Consulting Engineer, to discuss the Government Camp sewerage problem.

I certainly appreciate your kindness in arranging your schedule to meet on that date.

Sincerely,

Curtiss M. Everts
CURTISS M. EVERTS, DIRECTOR
Division of Sanitation & Engineering

CME*GL
cc: Mr. Kanskey
cc: Mr. Groff

RECEIVED
MAR 2 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR - 2 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Explore Oregon... Centennial Exposition June 10-September 17...1959

RECEIVED
JAN 24 1958
FOR FILING

Maint
Drainage
Gov't Camp

January 23, 1958

Honorable Robert D. Holmes
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor Holmes:

Reference is made to your inquiry of January 22 in regard to the proposed community sewerage disposal system at Government Camp on the Mount Hood Loop Highway in Clackamas County.

Investigation indicates that the State Highway Department does not own any property lying within the area of the proposed sanitary district, with the exception of the highway right of way and a few excess right-of-way parcels. Our maintenance station lies approximately 800 feet east of the easterly boundary of the proposed district and is situated on the summit between the drainage of Still Creek and Camp Creek.

The sewage from our buildings at the maintenance station is taken care of by septic tanks and filter bed disposal fields. Any drainage from the filter beds runs easterly toward Still Creek. Still Creek lies to the east and south of Government Camp and completely bypasses the community. The drainage from the Government Camp community flows into Camp Creek.

While we are in complete sympathy with the people in that area and realize that the constantly increasing numbers of winter sport enthusiasts greatly overtaxes the existing facilities, the State Highway Department cannot, in accordance with the law, use motor vehicle fees or gas tax moneys for contribution or participation in the costs of the community sewerage disposal system proposed for the Government Camp community.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

PMS:er fn

RECEIVED
JAN 21 1958
FOR FILING

OREGON STATE SANITARY AUTHORITY

Portland, Oregon

Report on the Status of Sewers & Sewage Treatment Works

Government Camp Sanitary District

The community of Government Camp on Mt. Hood in Clackamas County, Oregon, had its first major construction project, a hotel, built early in 1900. Thereafter except for a few scattered homes very little in the way of growth was encountered until the 1930's when the area became known for its winter sports activities. Then in 1937, under WPA guidance, Timberline Lodge was built which helped to further the development of this area. Following this, other Forest Service lands were leased to private individuals or corporations for ski-tows, jumps, trails, etc., until now this area has become a major sports and recreational center. It has been estimated that at least one half million people stop in Government Camp each year.

The Government Camp Sanitary District comprises all of the privately owned land in the Government Camp area, however, many other recreational establishments and facilities, such as the Ski Bowl, Snow Bunny Lodge, Multapor tow, Summit tow, Forest Service homes and office area, as well as the State Highway office and resident facilities, exist in this area. These latter establishments do not, however, add to the assessed valuation of the district and are all located on federal or state property. The Government Camp Sanitary District includes 10 commercial establishments, approximately 20 permanent type homes and about 80 week end cabins. By actual count there were only 55 registered voters in the Government Camp Sanitary District in 1955.

NOTED
P. M. STEPHENSON

The 1958 assessed valuation of the Sanitary District as shown on the Clackamas County Tax rolls is $134,770.00. They have a levy of 18.6 mills which returns to them only $2,506.72 for the 1957-1958 tax year.

The Oregon State Sanitary Authority and the Clackamas County Health Department have been working with the Government Camp people since 1937 in an effort to solve existing sewage disposal problems. During these years it has become more and more obvious that individual subsurface disposal systems will not operate satisfactorily in the area. Several attempts have been made to install sewage disposal facilities which would be adequate to serve one individual establishment such as the now burned out Battle Axe Inn and the Mountain View Hotel; Hughes Motel, The Tramway, Cascade Ski Club, and the Highway Department residences and maintenance garage. All of these systems have failed and did or are now discharging sewage or septic tank effluent onto the surface of the ground or into adjacent watercourses. Much money has been spent by these individual owners in an attempt to solve this common problem.

Most of the inadequately treated sewage in the Government Camp area now finds its way into Camp Creek which flows through extensively developed property which has been leased from the Forest Service and is used for recreational and domestic purposes during the summer months.

Since 1937 the health departments concerned have urged the people of this area to form a Sanitary District and to construct a community sewerage system. Much time and effort have been spent by the health department staffs in trying to promote such a district ever since but because of the war years, the low assessed valuation and property development as well as the high cost of construction very little progress in this respect was made. Finally in 1951 an extensive survey of this area was made by the State and Clackamas County Health Department staffs and a report was made to the State Sanitary Authority. The State Sanitary Authority at its regular meeting held on December 7, 1951, advised the residents of the Government Camp area that all of the sewage disposal problems existing in this area must be abated. However, on March 21, 1952, at its next regular meeting the Sanitary Authority upon the presentation of further facts which showed that the only logical and satisfactory solution to the problem was the installation of a community sewerage system, adopted a motion granting the property owners further time in which to organize a sanitary district for purpose of installing such a system.

Following this action the residents of the Government Camp area formed a Community Club and through private subscription retained the services of Clark and Groff, engineers, for the purpose of preparing a preliminary feasibility report and cost estimates.

The preliminary report of this engineering firm was presented to the Authority at its June 27, 1952, meeting. The report outlined a proposed public sewerage system for Government Camp at an estimated cost of $43,000 for sewers and $19,500 for sewage treatment works.

After several unavoidable delays the voters of the area, on May 22, 1953, finally succeeded in forming a sanitary district giving unanimous approval to such action; this in spite of the fact that the estimated cost of such a proposed system would cost every resident (of which there are approximately 100) nearly $625. However, it soon became evident because of the wording of the sanitary district law that the Government Camp Sanitary District, because of its extremely low assessed valuation, could not finance the construction of a public sewerage system unless some type of financial assistance could be obtained. Therefore, at its meeting on August 7, 1953, the Sanitary Authority ordered the staff to investigate all available avenues of assistance for this community. Following this the staff of the Authority contacted the

U. S. Forest Service, the Oregon State Highway Department, and the Portland Chamber of Commerce in an attempt to discover some method of financial assistance which might be available; all of this was to no avail. In December of 1953, Mr. Wendel, Chairman of the Authority, contacted Governor Patterson to seek assistance and advice in trying to solve this problem. Governor Patterson stated he could offer no suggestions at that time.

On March 6, 1954, the Chairman of the Government Camp Sanitary District addressed letters to the following people in an effort to solicit their aid in solving this financial problem:

Secretary of Interior, Mr. McKay
Senator Cordon
Senator Morse
Representative Ellsworth
Representative Angell
Secretary of State, Newbry

A delegation of Government Camp people also again discussed this matter with Governor Patterson. No suggestions or advice could be given by the above.

On March 29, 1954, Mr. Wendel, Sanitary Authority Chairman, contacted Senator Cordon to enlist his assistance in obtaining federal aid for this community because the basis of their sewage disposal problem is in a large measure caused by the many thousands of tourists and others who come annually to the area to enjoy the Mt. Hood National Forest. A reply was received stating that no federal funds were available for such assistance.

Because of the need as indicated above, the 1955 Oregon State Legislature passed Chapter 577 of the Oregon Laws 1955 which appropriated money for and created a $60,000 state fund for the purchase of bonds from a sanitary district which could not otherwise be sold on the open market provided the district indebtedness did not exceed 70% of the assessed value of all property within the district.

On May 25, 1955, the Sanitary Authority certified to the State Bond Commission that the Government Camp Sanitary District was in urgent need of a public sewerage system.

After further unavoidable delays and conferences with a representative of the State Bond Commission the Government Camp Sanitary District voted on December 5, 1955, to issue $60,000 worth of general obligation bonds. Following this vote the Government Camp Sanitary District called for bids on such bonds on March 5, 1956; however, Mr. Shuler of the legal firm of Winfree, McCullach, Shuler & Sayers disclosed these bonds were illegal as the District could not sell to either a private firm or to the state more than 13% of its actual valuation, as setforth by Chapter 612, Oregon Laws 1955 which became effective at a later date than did Chapter 577. Therefore, on May 10, 1956, we were advised by a representative of the State Bond Commission that the New York law firm concurred with the original opinion of Mr. Shuler. However, on June 17, 1956, a favorable opinion was given by the State Attorney General to the effect that such bonds could be purchased by the state without the necessary legal approval required by other private bond purchases.

On November 2, 1956, in response to a letter, the Sanitary Authority was advised that"the State Bond Commission has not as yet formally approved of the purchase of the bonds of the Government Camp Sanitary District for the reason that the District has not been able to comply with the provisions of Section 3 Chapter 577, Oregon Laws 1955, which requires that the District submit plans and specifications of the proposed system and a plan for the liquidation of the indebtedness to be incurred in the construction of the system." Consideration at this time was also being given to seeking additional legislation to again change the law so that a "merchantable" opinion could be obtained from the bond attorneys.

On October 11, 1956, the State Sanitary Authority received an application from the Government Camp Sanitary District for federal funds as authorized by Public Law 660 - 84th Congress in the amount of $19,204 which was approved by the Authority at its regular meeting held on February 1, 1957, and transmitted to the U. S. Public Health Service. On April 10, 1957, the U. S. Public Health Service offered the Government Camp Sanitary District a grant of $19,204 for sewage works construction.

On December 4, 1956, however, Clark and Groff, engineers for the Government Camp Sanitary District, wrote the State Bond Commission to the effect "we are sending you revised estimates and drawings for a sewage system for Government Camp. You will note that the estimated total project costs are now about $91,500."

During the 1957 Legislature, HB 200 was introduced to exempt the 13% limitation as authorized by ORS 450.120 and to permit the purchase of bonds by the state of Oregon pursuant only to the limitations of Chapter 577 of the Oregon Laws of 1955 (ORS 450.280). This bill passed the legislature in April of 1957. During this Legislature a bill to permit the state to purchase $70,000 in bonds rather than $60,000 was/also passed. On April 18, 1957, the State Bond Commission wrote Clark and Groff, engineers, that they had approved the Government Camp Sanitary District financing subject to filing with the State Treasurer of plans and specifications for the system bearing the written approval of the Oregon State Sanitary Authority.

On September 6, 1957, revised plans and specifications were approved by the State Sanitary Authority and copies sent to the U. S. Public Health Service for their review. On September 11, 1957, these plans were approved by the Public Health Service.

On October 4, 1957, bids were opened for the construction of this proposed sanitary sewer system. The lowest bids were in the amount of $61,604 for the construction of the sewer system and approximately $55,000 for the sewage treatment plant. Inasmuch as the monies which the District had available amounted to $100,000, this project could not be completed.

The 1957 special session of the Legislature passed a bill authorizing an increase in the Sanitary District Sewer Bond revolving fund from $70,000 to $95,000. This action only means that the community of Government Camp can vote an additional $35,000 worth of bonds and sell them to the state if they so desire. Such action would cause an approximate outlay in bonds of $900 per capita for a sewage disposal system which must be designed to serve a resident population of 100 people and a seasonal population of 2500. This is an exorbitantly high cost for sewage disposal facilities. Some method of providing financial aid to these people should be found.

Since the Government Camp Sanitary District was authorized by the voters in 1953, nearly five years ago, construction costs have risen considerably making this proposed sewage project much more expensive. Further a new road is being built by the Bureau of Public Roads which will now by-pass the community of Government Camp and will have a decided effect upon their economy.

Prepared by:
  Clarence E.Cuyler

December 12, 1957

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FOR FILING

Maint

Drainage

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

April 9, 1954

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing herewith report on the sewage disposal problem at Government Camp from the Pacific Northwest Drainage Basins Office of the Public Health service.

This is quite a complete report and I presume it should have gone directly to your office.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS:lv

Encl.

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APR 12 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER
file

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6-1-1

Govt. Camp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 13th, 1954

SUBJECT:

NOTED

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Under date of October 4, 1954 you replied to a letter from Mr. Fred Nelson, Chairman of the Visitors Service Committee of the Portland Chamber of Commerce, advising Mr. Baldock of a meeting scheduled for Monday October 11th, for the purpose of discussing a sanitary problem at Government Camp.

Mr. Nelson presided at this meeting, and present were Mr. Jim Mount of the Portland Chamber of Commerce; Mr. Wendell, Chairman of the State Sanitary Committee; Mr. Cuiler and Mr. Spies of the Sanitary Authority Staff; Mr. Lloyd R. Olson of the Mt. Hood National Forest; Mr. Fred H. Paulas, Assistant State Treasurer; representatives from the Clackamas County Sanitary Authority, and a number of representatives from the Government Camp area, including Mr. Hughes, Mr. Darr, and Mr. Langrove, who are directors of the Government Camp Sanitary District.

Ways and means of financing a sewage disposal system for Government Camp were discussed, as well as the present legal requirements, which prevent bonding of a sanitary district in excess of 25% of the assessed valuation. Mr. Paulas is to prepare a bill for the legislature, which will permit bonding to at least 50% of the assessed valuation, and will permit the state to buy these bonds. The estimated cost of this project is some $63,000.00, and this project would not provide for sewage disposal for our maintenance headquarters at Timberline Junction or the forest service headquarters just west of us. Arrangements could be made with the district to include sewage disposal from these areas probably on the basis of an agreement that could be worked out, and the state and/or government paying the additional cost. The assessed valuation of the present sanitary district was $93,000.00 about two years ago. It is thought that new construction has increased this somewhat, probably to in excess of $100,000.00, but still this would not be sufficient for the construction of the sewage disposal plant on the basis of bonding it not more than 50% of the assessed valuation. There was some discussion again on the possibility of getting state highway funds for a portion of the cost of this project, and I restated the previous commission policy on this matter of not participating in projects of this sort.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w

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OCT 14 1954

REPORT ON SEWAGE DISPOSAL PROBLEM

GOVERNMENT CAMP, OREGON

March 29, 1954

Introduction

In response to an inquiry from Senator Wayne Morse of Oregon, the Pacific Northwest Drainage Basins Office, Public Health Service, was instructed to investigate pollution in the vicinity of Government Camp, Oregon, and prepare a factual report concerning responsibilities of the Federal Government, if any, in connection with the problem.

In carrying out this assignment, the assistance of three agencies was sought: the Oregon State Sanitary Authority, the U. S. Forest Service, and the Oregon State Highway Department. The Oregon State Sanitary Authority has a well-documented history of the Government Camp pollution problem from its inception. Much of the information on which this report is based was secured from their records. The U. S. Forest Service owns and has leased to others much of the land on which winter sports, principally skiing and ski-jumping are conducted. They also have a ranger station about 1/4 mile east of Government Camp. The Oregon State Highway Department has a maintenance station about 1/4 mile east of the ranger station at the junction of Highway 26 and the Highway to Timberline Lodge. Winter crews are stationed here for the purpose of keeping highways in the area open. No official inspection trip was made to the area because of familiarity of Basin personnel with the problem and the availability of essential information in Portland.

Background of Problem

The unincorporated area known as Government Camp, Oregon, is supposed to have received its name from Government military equipment stored on the site during the winter of 1849. Settlement of the area, however, except for a few scattered homes, did not take place until after 1900 when the first hotel was built. The growth of Government Camp was slow until the early 1930's when use of the area for winter sports began. With the construction in 1937 of Timberline Lodge as a WPA project for scenic and recreational purposes, there was a substantial increase in winter sports. This was followed by the leasing of additional areas of Forest Service land to private parties for ski-tows, trails, jumps, and other winter sports of lesser importance.

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OFFICE OF
DIVISION ENGINEER
DIVISION NO 1

On the basis of surveys made by the State Highway Department it is estimated that at least one-half million people stop at Government Camp each year. This estimate, based on the information that there are one million five hundred thousand people traveling through Government Camp each year either by bus, truck or car, is considered conservative. Mt. Hood Forest Service estimates that one hundred twenty-five thousand person-days are spent each year in the Government Camp area for winter sports. The community is headquarters for the following recreational activities of the area. picnicking, camping, skiing and fishing. In addition, of course, there are many thousand tourists who visit the area solely for its scenic beauty. It should be pointed out that most of the popular skiing grounds are not within the confines of Government Camp proper. For example, the Ski Bowl is a couple of miles southwest of Government Camp. Snowbunny Lodge is about three miles east. Multorpor Mountain and the Summit area are the closest developed ski recreational areas to Government Camp. (See accompanying map).

It should also be noted that Government Camp is primarily a seasonal area. Although the motels, filling stations and stores remain open during the summer months after the snow line has receded to higher elevations summer business is nominal. During the winter months the population swells. Estimates of the maximum day-use run as high as 35,000. The normal permanent population probably does not exceed 200. From the seasonal nature of business and the low permanent population, it is understandable that sanitary facilities sufficient for peak loads are beyond the ability of the local residents to finance.

According to records of the Oregon State Sanitary Authority, the first complaints of nuisance and related public health problems resulting from improper treatment and disposal of sewage in the Government Camp area were received in 1937 by the State Board of Health (the Oregon State Sanitary Authority was not created until 1939). Efforts by the State Board of Health to have local residents sponsor a WPA project to construct an adequate system at that time were unsuccessful. Further, because of the impervious character of the soil, private sewage disposal facilities have proven unsatisfactory. The problem was made more difficult because the area was not incorporated and each individual problem had to be handled separately. Wastes from the area reach Camp Creek either directly or through Mosquito Creek, a tributary, only a few miles above the Camp Creek Summer Home Area, which consists of about 650 summer homes on Government property leased from the Forest Service.

Although much correspondence has taken place between the offenders and the Authority and numerous conferences and meetings have been held, it was only in May 1953 that a Sewer District was finally incorporated. The firm of Clark and Groff, Consulting Engineers, was hired to study the problem and prepare a report for the Sewer District. This report concluded that an adequate system of sewers and sewage treatment facilities would cost $63,000, but that bonding limitations prevented the District from raising more than $25,000.

Government Responsibility

The only Government installation in the area is the Summit Ranger Station about 1/8 mile east of Government Camp. At the station are two homes occupied throughout the year, two summer residences, and crews quarters for a maximum of about twenty persons, used in fighting forest fires. According to the Sanitary Authority, treatment of wastes from this station consists of a septic tank-subsurface soil absorption system. Although these facilities are considered adequate for the present, it is believed that soil conditions are similar to those in Government Camp proper and that the life of such a system would normally be only a few years. However, it is possible that dormitory facilities provided by the State Highway Department may soon be used to house the fire fighting crews. If so, the life of the system may be appreciably lengthened. It would appear, however, that from the standpoint of a permanent solution a connection should be secured to the Government Camp sewerage system, if it is constructed.

The only other responsibility on the part of the Government concerns the opening of Forest Service property to the public for recreation. Although the Forest Service requires lessees to provide adequate sanitary facilities a major portion of the people in the area are sight-seers, friends of skiers, and tourists who do not have access to such facilities. Further, the seasonal nature of the winter sports activities are such that the sanitary facilities for the 12 to 15 commercial establishments, the motels and homes are totally inadequate for their own needs. Public rest rooms containing adequate facilities are beyond the financial ability of the local residents, since bonding limitations prevent construction of sewers and sewage treatment works which would be required to receive the wastes from large public rest rooms.

While present maximum use of the area could hardly have been anticipated, the popularity of the area for winter sports has grown to such an extent that serious nuisance and public health problems exist. Further, continued promotion of the area cannot help but aggravate the problems. Although the Government has no specific responsibility in connection with the problem, it is reasonable to assume that if Government lands had remained closed to public use for winter sports, the winter problem would not exist and the summer problem would be much less hazardous.

Conclusions

1. A serious public health problem exists in the vicinity of Government Camp as a result of inadequate waste disposal facilities.

2. The wastes from the area reach Camp Creek a few miles above the Camp Creek Summer Home Area, which has about 650 summer homes.

3. The problem becomes much more acute as a result of the heavy influx of population into the area during the winter sports season.

4. Private sewage disposal facilities constructed in the area have proven inadequate. The only satisfactory solution lies in the construction of a community sewer system and adequate sewage treatment.

5. A sewer district has been formed. The maximum limit of bonds that can be voted is about $25,000. Consulting engineers have estimated that the needed facilities will cost about $[illegible],000.

6. Present sewage facilities serving the Summit Ranger Station are adequate, but their life is uncertain.

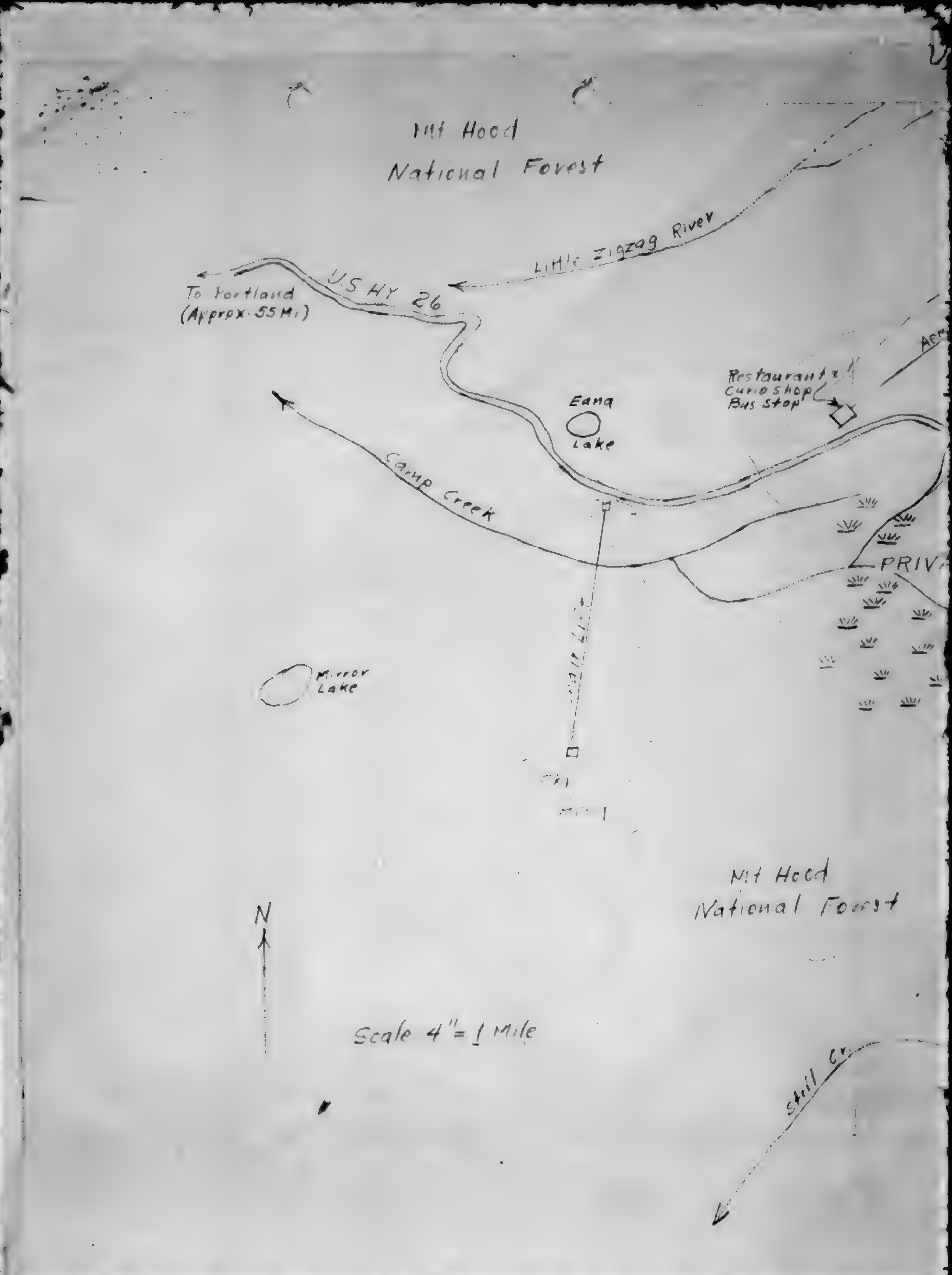
7. Public sanitary facilities are badly needed for crowds attracted to the area.

8. The seasonal nature of the winter sports industry, the heavy maximum population load (estimated at 35,000) and the low normal population (estimated at 200) place the cost of adequate sanitary facilities beyond the financing ability of local residents.

9. The Government has no direct obligation unless it is willing to assume the responsibility of providing facilities for those attracted to the area as a result of the opening of Forest Service lands to public use in the form of an attractive winter sports area.

10. In the interest of protecting the public health, it is obvious that adequate sanitary facilities must be provided.

11. The only readily apparent financial assistance for the Government Camp Sewer District would appear to be the Congress and the Oregon State Legislature.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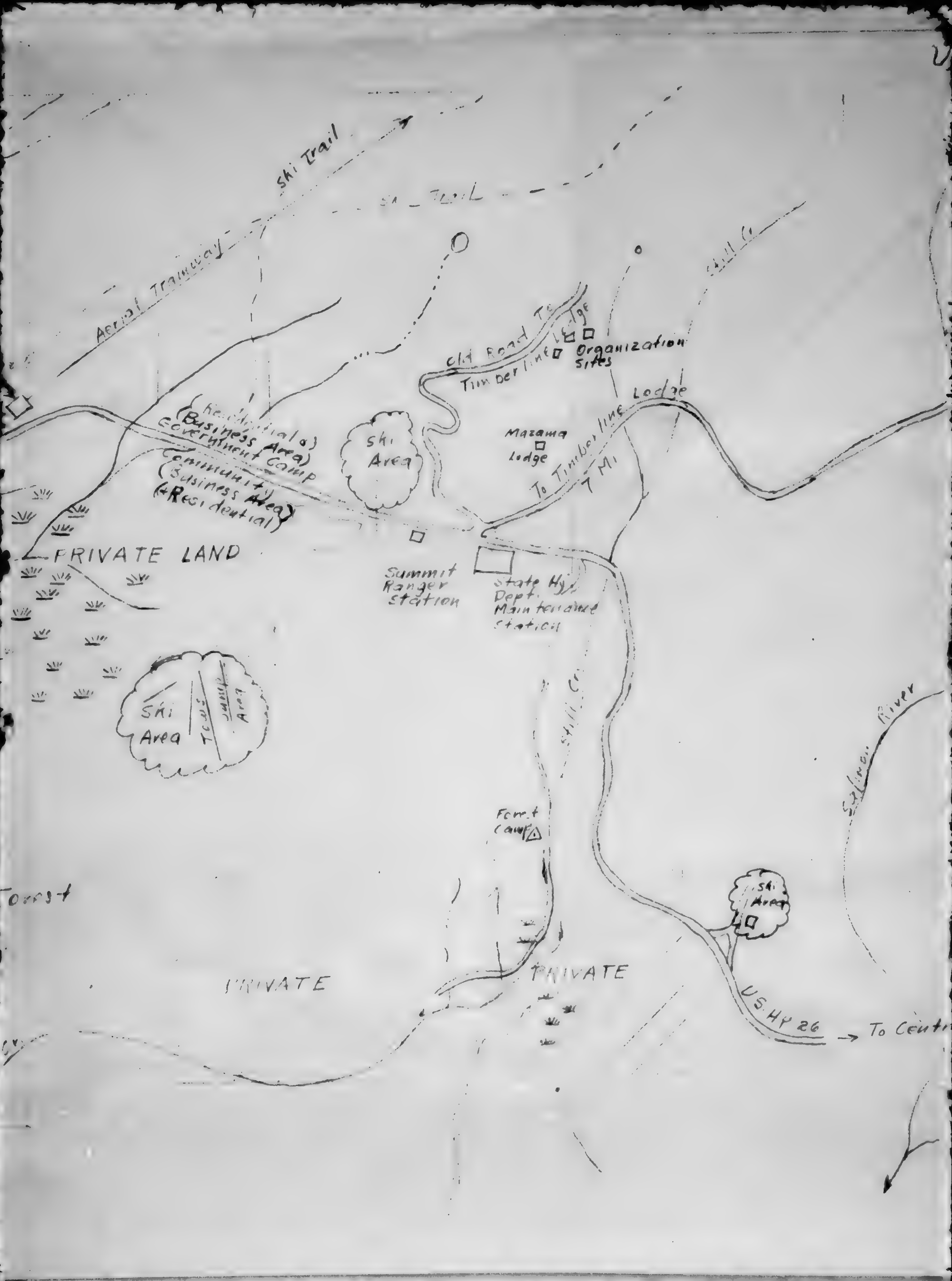
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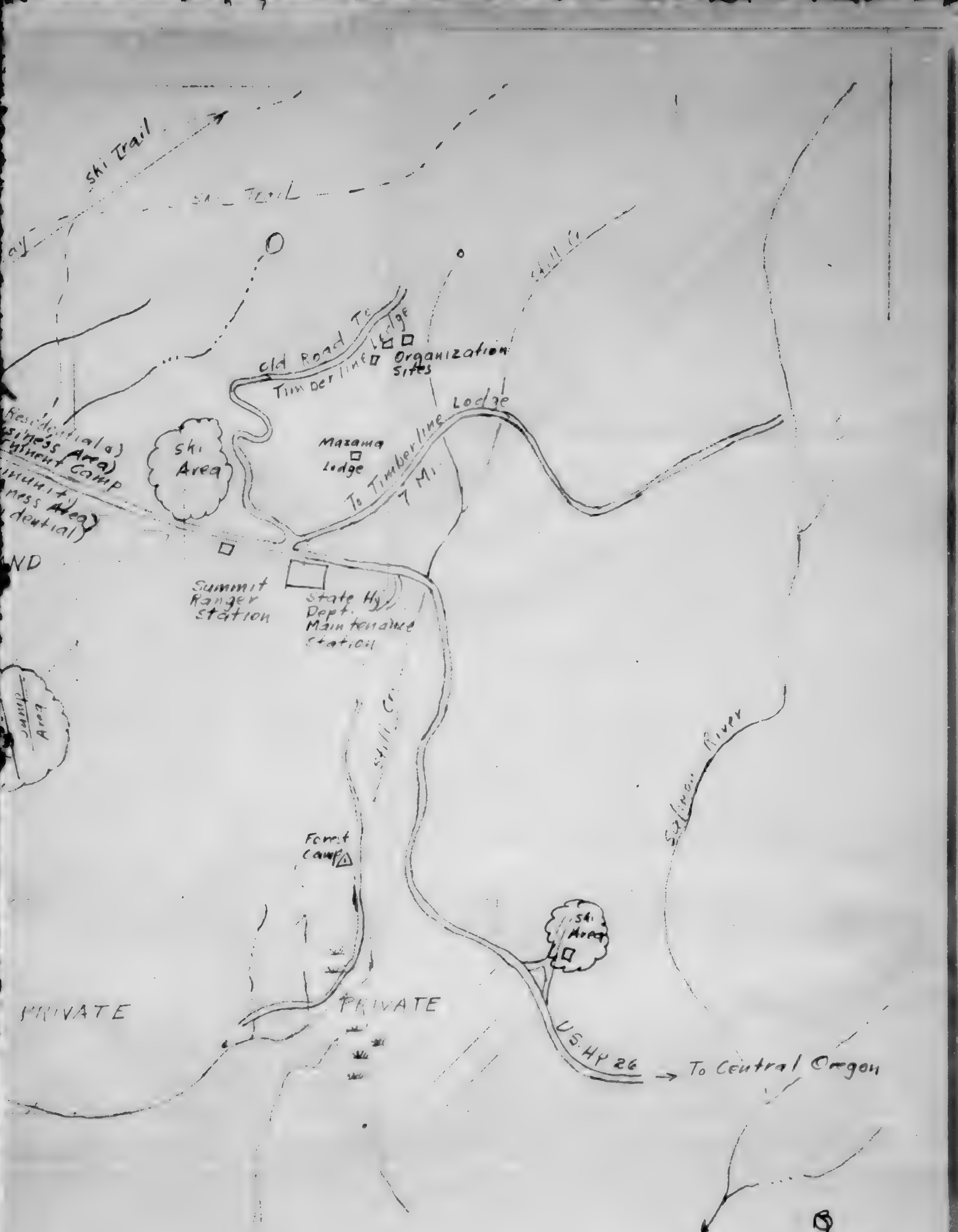
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3/24/54

17-1059 Morgan Lane-NW Midland Ave. 1964
Sec., Redwood Hwy. in Grants Pass
#6485

C417
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December 14, 1964

Great American Insurance Company
Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

On December 2, 1964 we wrote to you concerning release of final payment on contract 6485, awarded to Johnston & Bryant & D. Duane Amens for paving on the Morgan Lane-NW Midland Avenue Section of the Redwood Highway in Josephine County.

Final payment on this contract is $4,132.32 and the total contract amount is $83,974.42, including $460.60 for work performed under force account.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc: Great American Insurance Co.
Pacific N. W. Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Johnston & Bryant &
D. Duane Amens
803 East 6th Street
Newberg, Oregon

C.H. Maison
Attn: John Herr

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64[illegible]

November 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 13 on Contract No. 6485. The contract was with Johnston & Bryant and D. Duane Amens and was for paving on the Morgan Lane-N. W. Midland Avenue Section of the Redwood Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 30, 1964, and that you concur in this procedure at the Commission meeting on December 15.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: November 6, 1964

SECTION: Morgan Lane-NW Midland Ave.

SECTION PREFIX: 17-1059

HIGHWAY: Redwood

COUNTY: Josephine

NAME OF JOB: Morgan Lane - NW Midland Avenue

KIND OF WORK: Paving

CONTRACTOR: Johnston & Bryant & D. Duane Amens

CONTRACT NUMBER: 6485

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: August 4, 1964

DATE WORK STARTED: August 10, 1964

COMPLETION DATE: October 13, 1964

SPECIFIED Completion: October 15, 1964

WORK DAYS USED:

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: SUPERVISION:

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 98,995.50

ENGINEERING AUTHORIZATION: $ 7,039.68

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 91,955.52

ENGINEERING COST TO DATE: $ 9,770.00

COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 83,965.17

PERCENT OF AUTHORIZATION: 138.8 %

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 8.7 %

DATE PROJECT WAS COMPLETED: October 13, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		0.42			0.42
MILES PARTIALLY COMPLETED		—			—
MILES COMPLETED		0.42			0.42
TOTAL ESTIMATED QUANTITIES (CONTRACT)		11,200			2,200
TOTAL QUANTITIES CORRECTED TO DATE		10,787.05			2,177.21
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		10,787.05			2,177.21
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Cloudy		
TUESDAY	Fair		NOTED JOHN R. OAKES
WEDNESDAY	Light Rain		
THURSDAY	" Clouds		
FRIDAY	" "		
SATURDAY			

NOV [illegible] 1964

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GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final data assembled and transferred to the Division Office.

FINAL REPORT.

SIGNED A. L. [illegible]

ADDRESS P. O. Box 306, Grants Pass, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

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AUG 21 1964
FOR FILING

6-4-5

PHONE 472-6551

RICHARD L. HOFRICHTER
PUBLIC ACCOUNTANT
325 N. EVANS STREET
McMINNVILLE, OREGON

August 20, 1964

State Industrial Accident Commission
Labor & Industries Building
Salem, Oregon 97310

Attention: Mr. R. G. Savage

Re: Johnston & Bryant and D. Duane Amens

Gentlemen:

A letter from the Oregon State Highway Commission to the above contractors has been referred to be as I do the accounting for both parties concerned. You received a carbon copy of this letter, dated August 17, 1964.

The parties in question, Johnston & Bryant, a partnership at Newberg, Oregon, and D. Duane Amens, an individual, have entered into a joint-venture agreement to perform certain contracts which have been awarded to them, one of which is the Oregon State Highway contract under question in this instance. The joint venture agreement stipulates that the payroll records shall be carried under the name of D. Duane Amens, and all applicable payroll reports be reported under his reporting numbers. We assumed that this would meet with the approval of all parties concerned.

If this agrangement does not meet with the approval of the State Industrial Accident Commission, please forward the forms necessary to open a new accountto cover this joint vengure. So that you may investigate into this, the Johnston and Bryant account number is 193898 and the D. Duane Amens account number is 224645.

If I may be of any further assistance in getting this matter to a speedy conclusion, please do not hesitate to call upon me.

Very truly yours,
Richard L Hofrichter
RICHARD L. HOFRICHTER, CPA

NOTED
FLOYD QUERY

cc: Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

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STATE HIGHWAY COMMISSION

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4485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1964

SUBJECT: H. A. Williams
1674 N.W. Sixth St.
Grants Pass, Oregon

To: Mr. L. I. Lindas
Chief Counsel

Office

Pursuant to your request, I telephoned Mr. A. L. Chapman, Resident Engineer on the Sixth Street, Grants Pass job, to which Mr. H. A. Williams referred in his recent letter to the Attorney General. Mr. Chapman related to me the following facts:

1. Mr. Williams operates a secondhand store on Sixth Street and is quite well-known to the local engineer through various discussions on this same subject.

2. Traffic was diverted from Sixth Street to Seventh Street, not by the State Highway Commission but by the City of Grants Pass in connection with their construction of water and sewer lines in Sixth Street.

3. Sixth Street is now open to access for businesses and the people living thereon, with a daily volume of traffic in the vicinity of 40 to 50 cars, but the main flow of traffic is still diverted to Seventh Street.

4. Mr. Williams has adequate access to his business, but since he caters to the through-traffic by displaying his wares and signs, his damage is not from lack of access but from diversion of main through-traffic to Seventh Street.

5. The City relocated the traffic to Seventh Street when they commenced their sewer and water contract on approximately the 15th of May. This contract has not yet been completed, and the City contractor and State contractor are working jointly on the project.

6. The County commenced its grading operation on Sixth Street on June 25th and completed the same approximately on July 16th.

7. The State's contractor commenced his paving work on August 10th, and we anticipate he will complete the same by October 15th.

8. In addition to Mr. Williams' business in this area, there is the Martin Garage, a T.V. shop, a greenhouse, one automobile shope and one automobile wheel alignment shop. These businesses are apparently in operation without too much difficulty.

It would appear that the above businesses are not as greatly affected since they probably supply permanent customers as against Mr. Williams, who apparently has considerable business from displaying his wares to the main traffic, which formerly entered the city solely on Sixth Street.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:jw
cc: L.R. Chandler
P.D. Morgan
L.P. Shaw

RECEIVED
AUG 14 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 6 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 6, 1964

Johnston & Bryant &
D. Duane Amens
603 East 6th
Newberg, Oregon

Gentlemen:

The State Highway Commission on **August 4, 1964,** awarded to you State Highway Contract No. **6485** for the following project:

Paving the Morgan Lane-NW Midland Avenue Section of Redwood Highway in Grants Pass, Josephine County.

This award was based on your low bid of **$87,496.00** which was submitted to the Commission on **July 30, 1964,** for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
AUG 17 1964

FOR FILING
17-1059

6465

MISC. CONTRACTS and
AGREEMENTS No. [illegible]42

Salem, Oregon
July 24, 1964

Agenda Item 4-w
Cooperative Construction Agreement
Midland Avenue-Morgan Lane Section
Redwood Highway #25 (N. 6th Street)
City of Grants Pass

Mr. H.S. Cox
County & City Engineer
Office

Attached is a conformed copy of a cooperative construction agreement with City of Grants Pass regarding the subject project in Grants Pass.

A fully executed copy of the above agreement has been retained in this office for the Commission's files, one fully executed copy has been sent to the City of Grants Pass and a conformed copy has been sent to the County Court of Josephine County.

Ass't. Secretary

rn
Attach: 1

RECEIVED
JUL 9 1964
[illegible] LING

July 9, 1964

Oregon State Highway Commission

Gentlemen:

An agreement with the City of Grants Pass for construction of the Midland Avenue-Morgan Lane Section of the Redwood Highway (North Sixth Street), State Primary Highway No. 25, as a cooperative construction project, will be presented for your consideration at the July 14 Commission meeting.

The agreement requires the State to prepare plans, let and award all contracts for work to be performed other than by City, and supervise construction of the project. It also provides for reimbursement by State to City on a 75 per cent-25 per cent basis for relocation of existing utilities or facilities.

The City agrees to observe all provisions of the agreement, and upon completion by State, to assume at its sole expense, jurisdiction and control of that portion of the relocated project lying outside the curb line of the Redwood Highway.

Cost of the project is estimated to be $88,000 and is to be shared on a 75 per cent State and 25 per cent City basis. The City agrees to pay to the State $6,000 in addition to the normal 25 per cent to compensate for items requested by the City. The State is to maintain the roadway as a state highway upon completion of the project.

Your approval and authorization for the Secretary to sign in your behalf are recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
C. H. Maison
F. D. Morgan

LPS:ajw bbc

FORM [illegible]122X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 18, 1964

Mr. Charles Dillon
Secretary-Manager
Grants Pass Irrigation District
Courthouse Annex
Grants Pass, Oregon

RE: Highway Drainage Ditch
Morgan Lane-Midland Avenue Section
Redwood Highway
Josephine County

Dear Mr. Dillon:

I have for reply your letter of June 16 with respect to the construction of the above-mentioned section of the Redwood Highway.

I believe that by this date you should have received a copy of our letter addressed to Mr. Wally P. Martin, your attorney, with respect to the Highway Department's position on Irrigation District customers using highway drainage ditches for irrigation purposes. This letter was written following a conference with Mr. Martin.

While, as mentioned in our said letter of June 16, we do not believe that the Highway Department is in anyway required to relocate or reconstruct your customers' private ditches, we will have a representative at your Board of Directors meeting on Monday, June 22. I would appreciate it if you could inform me as to the exact time and location of your meeting, and would suggest that you should likewise invite Mr. Dick Templin, Josephine County Engineer, and Mr. Roy Eames, Grants Pass City Manager.

Since the County will be doing the initial grading on this project and the City is involved in its construction costs, I have taken the liberty of forwarding copies of your letter to the above-mentioned individuals.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

cc Mr. Dick Templin
Mr. Roy Eames
Mr. Wally P. Martin
Mr. L. P. Shaw
Mr. Frank McKinney
Mr. Don Harwell
Mr. L. R. Chandler
Mr. A. L. Chapman
Mr. P. R. Barnhart
Mr. T. W. Litchfield

FCMcK:ks:fp

Grants Pass Irrigation District
BUSINESS OFFICE—COURTHOUSE ANNEX
Grants Pass, Oregon

June 16, 1964

CONSTRUCTION DIVISION
RECEIVED
JUN [illegible] 1964
NOTED-- ☐ ☐ ☐ ☐ ☐

Mr. F.D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon

Dear Mr. Morgan:

Re: Morgan Lane-Midland Ave. Section Redwood Highway
Josephine County

I would like to take this opportunity to inform you of the present attitude of the Board of Directors of the Grants Pass Irrigation District.

The Board feels that any improvement work attempted by the State that is detrimental to ditches used for the conveyance of irrigation waters is detrimental to the Irrigation District and to its waters users. Hence, the Irrigation District intends to take steps as required to prevent haphazard negating of the rights of water users.

The present chairman of our Board of Directors, a Mr. John O. Dellinger, has offered his first-hand information as to the establishment of the ditch in question. Mr. Dellinger was an employee of the Irrigation District at the time the survey work was done in this area. Based on this information, we believe the rights of the Irrigation District and its water users preclude those of the State Highway Department.

We trust that the State will reconsider its position and will see fit to make arrangements for the delivery of irrigation water by other means if the present facility is to be removed. We have tentatively scheduled a Board of Directors meeting for Monday June 22, for further consideration of this matter. If you would care to have representatives present, we would be glad to advise you of the exact time and place.

If satisfactory proposals cannot be agreed upon prior to the letting of the contract for the work, we will have no further recourse but to seek to enjoin the proposed project.

Very truly yours,

Chas. Dillon

Chas. Dillon. Secretary-Manager

Mr. Shaw

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 16, 1964

Mr. Wally P. Martin
Attorney at Law
114 Northwest "E" Street
Grants Pass, Oregon 97526

Re: Highway Drainage Ditch
Morgan Lane-Midland Avenue Section
Redwood Highway
Josephine County

Dear Mr. Martin:

The Oregon State Highway Commission plans on awarding a contract for the completion of the above-mentioned section of the Redwood Highway by July 14, 1964.

As you are aware, certain customers of the Grants Pass Irrigation District are presently serving their properties from a highway drainage ditch located with highway right of way, adjacent to Sixth Street and within the limits of the City, County and State project.

This letter is being written to confirm our statement to you during our conversation on June 11, 1964, to the effect that it will be necessary to use the entire width of the highway right of way for this project, and that the slopes for the highway improvement will fill the existing highway drainage ditch which the Irrigation District customers are presently using for irrigation purposes. As expressed to you during the meeting, it is the position of the Highway Department that pursuant to ORS 368.930 it is not the responsibility of the Department to relocate or construct a ditch for irrigation purposes.

In order to assist your customers, however, the Department has authorized me to inform you that during the construction of the approaches to the highway from your customers' various properties, the Department will replace the existing culverts under the approaches on your customers' properties immediately adjacent to the right of way line. With these culverts installed your customers can construct a ditch to the present main canal from which they receive their irrigation water. If this plan is not satisfactory, please notify me.

Prior to the construction work to be done by the State, I am sure you are aware that the county plans to do some grading which may interfere with the present ditch, prior to the above-mentioned date.

We are forwarding this notice to you so that the same may be transmitted to the Grants Pass Irrigation District, as well as the list of customers who signed the petition that you forwarded to Mr. F. D. Morgan, Construction Engineer, State Highway Building, Salem, on May 16, 1964.

Very truly yours,

L. I. Lindas
Chief Counsel

Frank C. McKinney
By
Frank C. McKinney
Chief, Office Section

FCM:lb
cc--Lloyd P. Shaw ✓
F. D. Morgan
T. W. Litchfield
P. R. Barnhart
R. L. Lammert
A. L. Chapman
L. R. Chandler
L. I. Lindas
Dick Templin
Josephine County Engineer, Courthouse
Roy Eames
City Manager, Grants Pass City Hall

RECEIVED
JUN 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

MEMO TO FILES: 6/12/64

Morgan Lane-Midland Avenue
North 6th Street
Redwood Highway No. 25
Grants Pass

At the request of Mr. F. C. McKinney, Legal Division, a meeting was held in the Josephine County Engineers Office in Grants Pass on June 11, 1964. The persons and organizations represented that were in attendance are as follows:

Messrs: Dick Templin, Josephine County Engineer
Wally Owen, Josephine County Engineer, Assistant
Wally Martin, Grants Pass Irrigation District, Attorney
Roy Eames, Grants Pass City Manager
L. R. Chandler, OSHD, Division 3 Engineer
A. L. Chapman, OSHD, Resident Engineer
Paul Barnhart, OSHD, Division 3 Utilities Engineer
F. C. McKinney, OSHD, Staff Attorney
D. N. Harwell, OSHD, County & City Division, Office Engineer

The major point in question was the use of State's existing drainage ditch along the westerly side of 6th Street as an irrigation ditch for the users of Grants Pass Irrigation District. It was discussed among those present that the County and/or City purchase and install approach pipes outside the right of way on 6th Street to provide for abutting owners to install pipe or open ditch to facilitate their use of the relocated irrigation ditch. The State would reimburse County and/or City the cost of pipe for approaches up to $1,000.

The attorney for Grants Pass Irrigation District will take this matter up with the Board of Directors and present it to the said property owners. If they concur in the matter as discussed, it will be done. If they do not concur, the only other alternative will be to backfill existing ditch and sever their water supply. The work will be performed by County and/or City as part of the grading work.

It is presumed that the County and/or City forces will complete their work on or before July 14, 1964. This is the proposed date that the Oregon State Highway Commission will award bids on said project, providing satisfactory bids are received, and it is anticipated to have all work completed by State's contractor on or before October 1, 1964.

A cooperative construction agreement between City and State was discussed and agreed upon orally. Two copies of the agreement have been forwarded to City this date.

Don Harwell

Don Harwell, Office Engineer
County and City Division

DNH:eb

cc: R. L. Porter
L. P. Shaw ✓
F. D. Morgan
L. R. Chandler
A. L. Chapman
Dick Templin
Roy Eames

Morgan Lane - N.W. Midland Ave.
Grants Pass

Item		Orig. Cost	Revised Cost	Plus	Minus
1. Clearing & Grub.		$3000.	200		2800
2. Drainage Exc.	error	~~4710~~ 5100	5100 ?	~~$390~~	—
3. Spec. Borrow Exc.		512 50	0		512 50
4. Gen. Exc.		3900	0		3900
5. Finish. Roadbed		630	0		630
6. 43" CMP		450	450	–	—
7. 6" S.P.		20	20	–	—
8. 12" S.P.		2460	2460	–	–
9. 18" S.P.	error	~~4940~~ 5082 50	5082 50	~~142 50~~	
10. 24" S.P.	error	~~1340~~ 1400	1400		~~2940~~
11. 30" S.P.		3600	3600	—	—
12. Extra Under Pav't		1160	200		960
13. Conc. Inlets		1260	1260	—	—
14. Conc. M.H.	error	~~1800~~ 2100	2100	~~300~~	
15. Adj. M.H.		100	100	—	–
16. " Inlet		50	50	–	–
17. Conc. Curbs		5850	5850	–	–
18. Class A. Conc.		880	880	–	—
19. Metal Reinf.		225	225	–	–
20. Coarse Mat. in Base	✓	11,305	22,050	10,745	
21. 3/4"-0"		1836	3,055	1219	
22 Sprinkling		270	570	300	
23. Preparation of Base		168	168	–	–

	Orig.	Revised	Plus	Minus
24. 3/4"-0" Mat. in Binder	264	480	116	
25. RC 250 Asph.	455	780	325	
26. Class B A.C.	15 200 ~~23,940~~	19,800	4600	~~4140~~
27. Extra for App.	1050	1050	—	—
	68,328 ~~77,068~~	76,930.50		
Artic. Item Flagging	1,000	1000		
Signing	250	250		
Total	69,578 ~~78,318.00~~	78,180.50		
12 1/2 %	8 697.25 ~~9,789.75~~	9772.56		
Grand Total	78,275.25 ~~88,107.75~~	87,953.06		
Increase	$9,677.81			

+	−
~~12,705~~	~~12,942.50~~

− ~~237.50~~

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1964

SUBJECT:

To: MEMO TO THE FILE

Roy Eames, City Manager, Grants Pass, and Dick Templin, County Engineer, Josephine County, were in this office from 11:45 a. m. to 12:45 p. m., to discuss a proposed widening of Sixth Avenue between Morgan Lane and Midland Avenue in Grants Pass.

The City is engaged in installing a sanitary sewer system and a water supply, both complete with branches to the property line on ultimate spacing rather than today's needs. As a result, the City's plans call for approximately 77 lateral cuts and backfill areas in the existing pavement and a longitudinal trench down the center line of that pavement, the full length of the resurfacing project. The City, through some series of erroneous assumption, failed to allow for backfilling and paving the trenches its utilities will occupy.

Both County and City raise objection to the profile grade we have chosen which, in effect, follows the existing pavement. They recommend a grade line as originally presented by our field engineers which, while slightly better on paper, would be no rideable than the grade line we proposed.

According to Mr. Eames, the City, in its failure to include backfilling and paving, has gone beyond the financial limits of the project as established by the assessment for adjacent property owners and has appealed to the County for assistance. Mr. Eames and Mr. Templin made the following offer; that the County, as an agent of the City, grade to the profile as established by our location crew and prepare the grade for the application of stone base at no cost to the State, and that the City would install its sewer and water facilities prior to July 14 by which time the County would have completed the grading through the reconstructed section. The City would contribute 25 per cent on the project cost tentatively estimated to be $111,000 and, in addition, would contribute $6,000 in cash for a total of $33,750 approximate cooperative payment. Based on the estimated difference in cost on the project as originally conceived and the County proposal made this day, the original City cost would have been $24,250, State cost $72,750; the estimated cost under the present proposal, City $33,750, State $77,250.

This matter was discussed with Mr. Porter and, while it is not considered a wholly satisfactory solution from the State's point of view, it appears the best that can be done. If the City will assume liability which might arise from the change of grade, alteration of drainage, damage to property resulting from failure to construct to existing sidewalk elevation, damage which might result from water impounded by fills constructed due to the revised grade line, and other matters, a favorable recommendation will be made.

Lloyd P. Shaw

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Original estimate	$97,000 ±	
City 25% of $97,000	$24,250	anticipated coop.
State cost	$72,750.	anticipated ✓.

County as agent of City grade to profile as sent in by field, at no cost to State.

Anticipated cost of remaining work plus increase in base and pavt. due to loss of old pavt.

$111,000

City 25% of $111,000	$27,750	
City cash contribution	6,000	
Total City cost	$33,750	anticipated coop.
State cost	$77,250	anticipated coop.

Clear state of liability — grade change on city streets.

Drainage liability to properties

Damage to properties due to
curb exposure.

Damage to business due to
change of grade, diversion of
traffic, change of drainage,
encroachment of R/W by bldg.

Damage to local traffic.

Comp. requirement state std. subgrade
grade to ~~[illegible]~~ fine grade line

berm back of curb for backfill.

reference ends of services for future use.

Memo to the files: 5/26/64 SUBJECT: Morgan Lane-Midland Avenue
Sixth Street
Redwood Highway
City of Grants Pass

The City of Grants Pass was contacted on May 22, 1964, regarding certain problems concerning the reconstruction of 6th Street between Morgan Lane and Midland Avenue on the Redwood Highway.

The possibility of ponding water behind the proposed curbs was investigated first with Resident Engineer Chapman. The proposal to install catch basins behind the curbs on the easterly side between stations 1229 and 1236 appeared to be a good solution and was endorsed by Mr. Chapman. Determination of the exact location of these catch basins should be determined done during construction.

Mr. Eames, City Manager, and Mr. Casey, City Engineer, were presented with the proposal as set forth above. Neither felt that the situation would result in any damage and that the method of handling this drainage was satisfactory.

In regard to the water problem in this area, it should be pointed out that the runoff from the land area between Sixth and Seventh Street in the area under consideration is minor compared to that caused by overflow of the irrigation canals which lie northerly of this section. The portion of property lying easterly of 6th Street, between stations 1229 and 1236 appears to be the only area in which ponding might occur. All other areas on both sides drain away from the proposed curb.

Considerable concern was expressed by both Eames and Casey regarding the decision to save the existing pavement. This could result in a considerable outlay by the City for asphaltic concrete which might be required to bring the trench cuts occasioned by the sewer system and water line installations up to the existing grade. City had hoped to place base rock and enough oil or asphaltic concrete to hold the rock until the street reconstruction could be accomplished. City requests that our contract call for patching the trench areas and that City not be obligated to place 4" of A. C. over the rock in the trenches. The inclusion of this item in the sewer and water line items could increase this cost by as much as $10,000. Additionally, it is felt that contractor patching would be preferable to city patching.

It is realized that inclusion of additional patching will increase the cost of the project but it is believed that the City has cooperated to the extent of getting their water and sewer lines down prior to the reconstruction. Inclusion of trench patching should not push the cost of the job beyond that which was presented to the Commission ($120,000). The current estimate is $97,500.

RM Allison
R. M. Allison
County & City Field Engineer

RMA:eb
cc: L. P. Shaw ✓
Frank Morgan
L. R. Chandler
Frank Hall
A. L. Chapman

RECEIVED
MAY 4 - 1964

FOR FILING

MEMO TO THE FILES: 4/30/64

SUBJECT: Morgan Lane-Midland Avenue
Sixth Street
Redwood Highway
City of Grants Pass

Resident Engineer Chapman and City Engineer Casey were contacted April 29, 1964, concerning the curbing and widening proposal through subject section.

Mr. Chapman has no objection to the plans as issued by the Design Section but he points out that the existing pavement between Morgan Lane and Hillcrest Drive is breaking down and would probably not hold up under an overlay. Also in this same area there are two short vertical curves which should be smoothed out to provide better sight distance and improve the looks of the job.

Mr. Casey has been furnished a set of plans and has laid his grade line for City's new sanitary sewer approximately 9' below the finished grade shown on the plans. Any revision of our gradeline should be undertaken with this in mind keeping any reduction of the depth to a minimum.

A permit is being processed for the installation of the aforementioned sewer line. This sewer will be laid in the center of the proposed improved street with a minimum width of trench of 4 feet. Stubs to the property line will be laid each side every 100 feet. A water line is also being laid 4 feet in from the west curb line. Both installations should be in place by June 15, 1964. However, to be on the safe side, it might be prudent to let this project June 23 instead of May 26.

Detour via Seventh Street was discussed with Mr. Chapman and Mr. Casey. Both support the diversion of all except local traffic via Seventh Street within the limits of the project. Midland and Morgan Lane are in good condition and can carry the traffic. Seventh Street is 44' wide and the very small amount of parking in the area could be prohibited by Council action and, properly barricaded and signed, Seventh Street could serve two lanes of traffic each way. The short distance involved (0.42 mile) might preclude such an arrangement. At any event, City will, if we desire, set up the necessary pattern if we provide signs and barricades, and approve the use of Seventh Street for a detour.

Local businesses and residents will have to be accommodated, however this should not present too much of a problem. The one motel, "The Midway," that lies within the limits of the project has a signed entrance from Seventh Street, consequently, it should not suffer too much.

NOTED
LLOYD P. SHAW

MEMO TO THE FILES (cont'd): 4/30/64

The County Commissioners and the County Engineer were not available but a set of preliminary plans was left for Mr. Templin, County Engineer. The project was discussed with Mr. Rulien, Assistant Division Engineer, and he suggested that an inspector take a look at the sewer backfill to insure adequate compaction and use of good material. Mr. Chapman is aware of this situation and will keep an eye on it.

The foregoing discussions and conditions suggest the following recommendations:

1) That the project be reworked to include removal and replacement of all base and pavement.

2) That an inspector take an occasional look at the backfill on the sewer line.

3) That Seventh Street be used as a detour.

4) That the short verticals between Morgan Lane and Hillcrest Drive be revised to improve sight distance if such is praticable without undue harm to adjoining property and does not reduce the cover over the new sewer line.

RMAllison
R. M. Allison
County & City Field Engineer

RMA:eb

cc: L. P. Shaw
F. D. Morgan
L. R. Chandler
A. L. Chapman
D J Barbee 5-4-64

RECEIVED
MAY 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 14 1964

FOR FILING

Prefix No. 17-1475

LOCATION PROSPECTUS
MORGAN LANE-MIDLAND AVENUE SECTION
REDWOOD HIGHWAY
JOSEPHINE COUNTY

HIGHWAY: Redwood. State Primary No. 25, Federal-aid Primary No. 7.

TERMINI: The north terminus is at Station "L^{C}" 1210+50, M.P. x 2.45N, which point is at the centerline of Morgan Lane on North 6th Street. The south terminus is at Station "L^{C}" 1237+00, M.P. x 1.95N, which point is the intersection of Midland Avenue and North 6th Street. Entire project within the city limits of Grants Pass.

LENGTH: 0.50 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading, surfacing and paving North 6th Street in Grants Pass. The route will follow the existing facility with the new centerline 5 feet east of the present centerline. Soils explorations will be conducted. Drainage studies will be made where required. An economic analysis is not needed. This project need not be tied to the Lambert Grid System. This is a 1964 State Construction Project.

CHARACTERISTICS: Existing ADT 3,800, projected ADT 7,200.

STANDARDS: Class "A(2)", one-way city street section.

TYPICAL SECTION: Two 12-foot travel lanes with 10-foot parking lanes with curbs on each side.

BRIDGE: There are no major structures or bridges on this section.

ACCESS: Access will be controlled to adjacent residential and commercial properties with no limitations as to the extent of land use.

BASE DESIGN: The tentative design for construction is as follows:

	New Work	Over Existing
Paving	3-1/2" AC	1-1/2" AC Min.
Top Course Base	2 " Level	Additional AC
Bottom Course Base	16 " Coarse Base	allowed for leveling.
Total Depth	21-1/2"	

MATERIAL SOURCE: Local State, commercial.

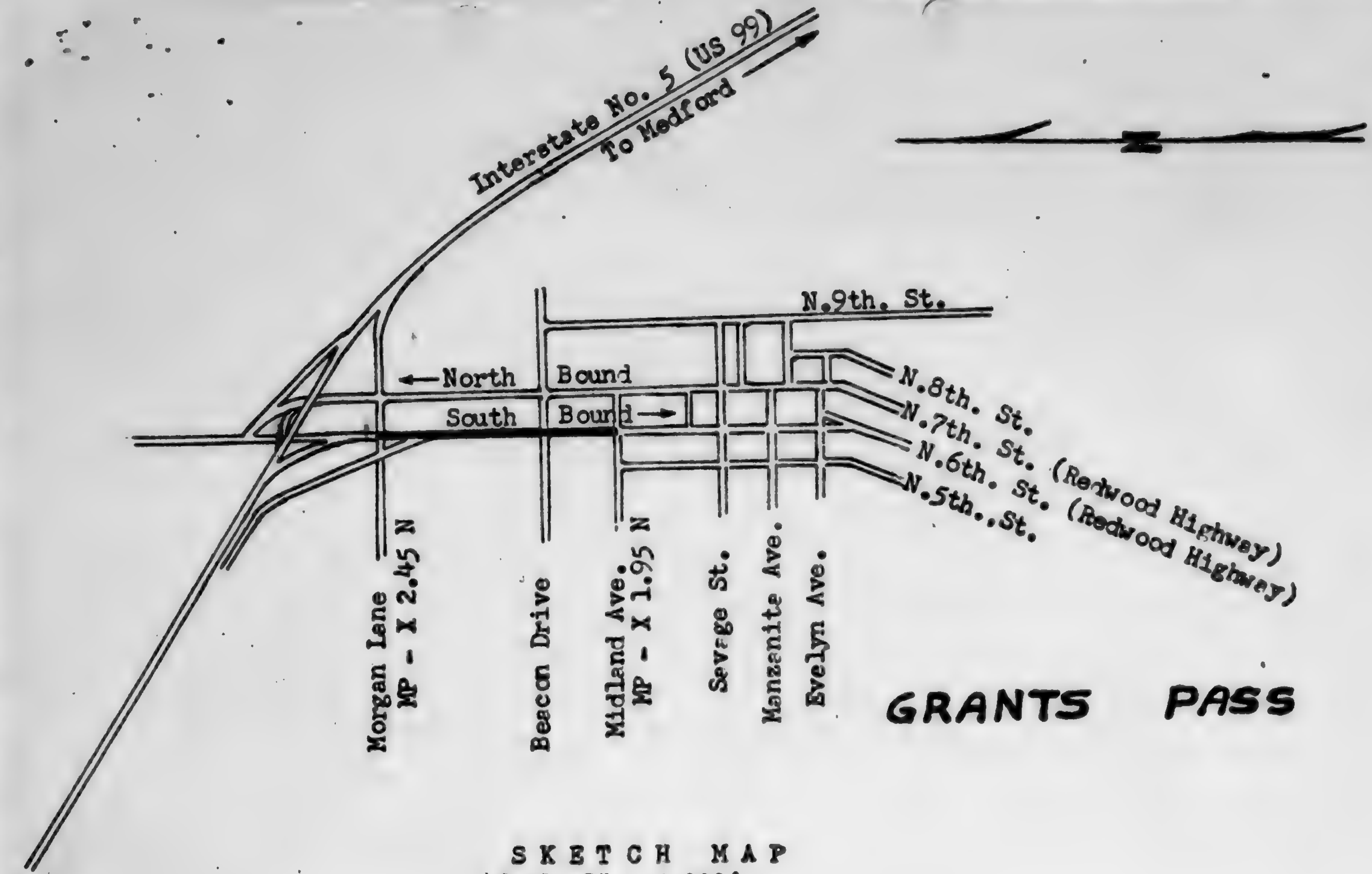
ADDITIONAL FACILITIES: No railroads or interchanges.

AGREEMENTS: Required with Grants Pass. None with the County. Routine utility adjustments.

STATE PARKS OR ROADSIDE REST AREAS: None affected.

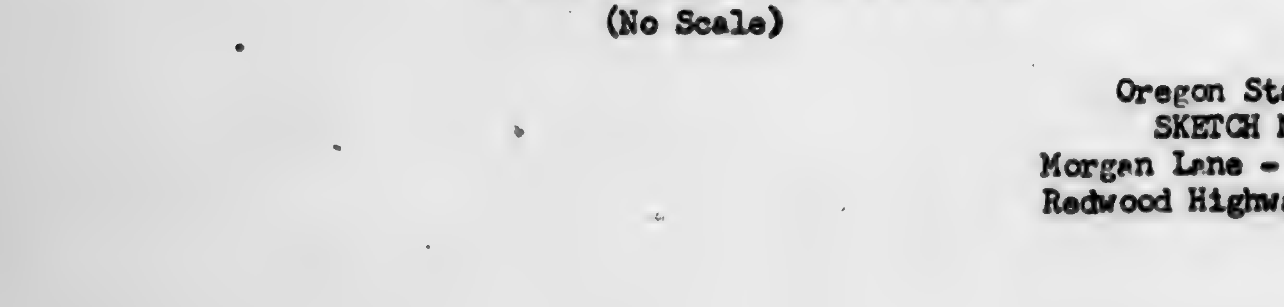
February 11, 1964
Attachment.
cc Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER


Interstate No. 5 (US 99)
To Medford
N.9th. St.
North Bound
South Bound
N.8th. St.
N.7th. St. (Redwood Highway)
N.6th. St. (Redwood Highway)
N.5th.,St.
Morgan Lane
MP - X 2.45 N
Beacon Drive
Midland Ave.
MP - X 1.95 N
Savage St.
Manzanite Ave.
Evelyn Ave.
GRANTS PASS

SKETCH MAP
Scale 1" = 2,000'

Side Slopes (Cut & Fill)	
0 to 5	Max. 6:1
5 to 10	4:1
10 to 15	3:1
Over 15	2:1


℄
4'
10'
12'
12'
10'
4'
0.05'/Ft.
0.02'/Ft.
0.05'/Ft.
0.02'/Ft.
See table for slopes

TYPICAL SECTION
(No Scale)

Oregon State Highway Department
SKETCH MAP & TYPICAL SECTION
Morgan Lane - Midland Avenue Section
Redwood Highway Josephine County

RECEIVED
DEC 3 - 1963

FOR FILING

December 2, 1963

Hon. Donald G. McGregor, Commissioner
Josephine County Board of Commissioners
County Courthouse
Grants Pass, Oregon

Dear Mr. McGregor:

On November 22, the Highway Commission gave formal consideration to the request of Josephine County and the City of Grants Pass relative to a four-lane improvement on North Sixth Street in the city of Grants Pass. This was in line with previous correspondence which indicated that the City and the County would participate to the extent of 25 per cent of the cost.

After careful consideration, the Highway Commission indicated it would consider this project along with other critical needs when the next State Construction Program is formulated.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe

RLP:ms bbc

RECEIVED
OCT 28 1963

FOR FILING

[illegible]

[illegible]

October 21, 1963

Oregon State Highway Commission

Gentlemen:

A request has been received from Josephine County and the City of Grants Pass to improve North Sixth Street between the North Grants Pass Interchange and Midland Avenue. This is a portion of the Redwood Highway through the city of Grants Pass and is a section about one-half mile in length. The requested improvement would consist of a four-lane street facility with curbs on each side.

We estimate that this work will cost approximately $120,000 and the City and County have jointly offered to participate to the extent of 25 per cent.

This project has considerable merit and because of the offer of local cooperation, I recommend that you consider it at the time the next State Construction program is formulated.

The matter will be on the agenda for the November 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe
H. S. Cox

RLP:ms bbc

RECEIVED
JUL 19 1963
FOR FILING
[illegible]

Salem, Oregon
July 18, 1963

North 6th Street
Grants Pass

Mr. Forrest Cooper
State Highway Engineer

OFFICE

A few days ago you asked for an estimate of cost for improving the 6th Street approach to Grants Pass in the manner requested by the Josephine County Commission.

The attached tabulation indicates that this will amount to $160,000, although I find that this is an expanded figure that has been used in order to prevent final plans from exceeding the preliminary estimates. A rigorous review of the matter indicates that the work should be accomplished for about $120,000.

Attached is a sketch map which shows in general where the contemplated project is situated but does not show very much detail. Our plans call for a 48-foot wide curbed section through the merging area and 44 feet curb to curb for the remainder.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
attach.

Form E-40—[illegible]

OREGON STATE HIGHWAY
DEPARTMENT
COLUMNAR TABULATION SHEET

SHEET 1 OF 2 SHEETS

Sixth Street Grade & Pave. Estimate
Midland Ave. - Morgan Lane Sect.
North Grants Pass

Josephine Co. Length .503 miles

Clearing and Grubbing	All	—	—	—		3000-
Drainage Exc.	C.Y.	9[illegible]0	90	[illegible]	3^{00}	2970
General Exc. (incl. 1000 C.Y. Pav't removal)	"	7[illegible]	[illegible]10	7790	0.75 Exc. 0.40 P.Rem.	4960
Finish Rd. & Slopes	mile	[illegible]		[illegible]	1000-	500
18" CMP	Lin.	[illegible]	24	[illegible]	5^{00}	1400
12" Conc. Pipe	"	13	15	[illegible]	2^{50}	375
18" "	"	[illegible]	15		4^{50}	855
24" "	"	[illegible]	[illegible]		6^{00}	270
36" "		20	[illegible]	22	10^{00}	220
8" Sewer Pipe		[illegible]	35	410	2^{00}	820
10" " "		7	10	[illegible]5	2^{75}	190
12" " "		[illegible]	80		2^{50}	2200
15" " "		4[illegible]0	50	[illegible]	3^{75}	1755
18" " "		4[illegible]	45	[illegible]	3^{75}	1855
21" " "		100	[illegible]	110	4^{50}	495
Concrete [illegible] Drains	Cu.Yd.	7	[illegible]	8	55^{00}	440
Cl. "A" Conc. Box Cul.	"	20		[illegible]	50^{00}	1100
Metal Rein. " "	Lb.	2440	[illegible]	[illegible]	0.15	410
Conc. Manholes	one	8	1	[illegible]	275^{00}	2475
Conc. Catch basins	"	18	2	[illegible]	90^{00}	1800
Conc. Curbs	Cu.Yd.	190	20	[illegible]10	50^{00}	10,500
" Walks	Sq.Yd.	155	15	[illegible]	4^{50}	765
Coarse Mat'l. in Base	Cu.Yd.	[illegible],330	10.30	11,[illegible]	2^{25}	25,560
3/4"-0 in Base	"	1215	120	13[illegible]5	2^{35}	3140
Sprinkling	M-gal	430	40	470	3^{00}	1410

Form E-49—30M

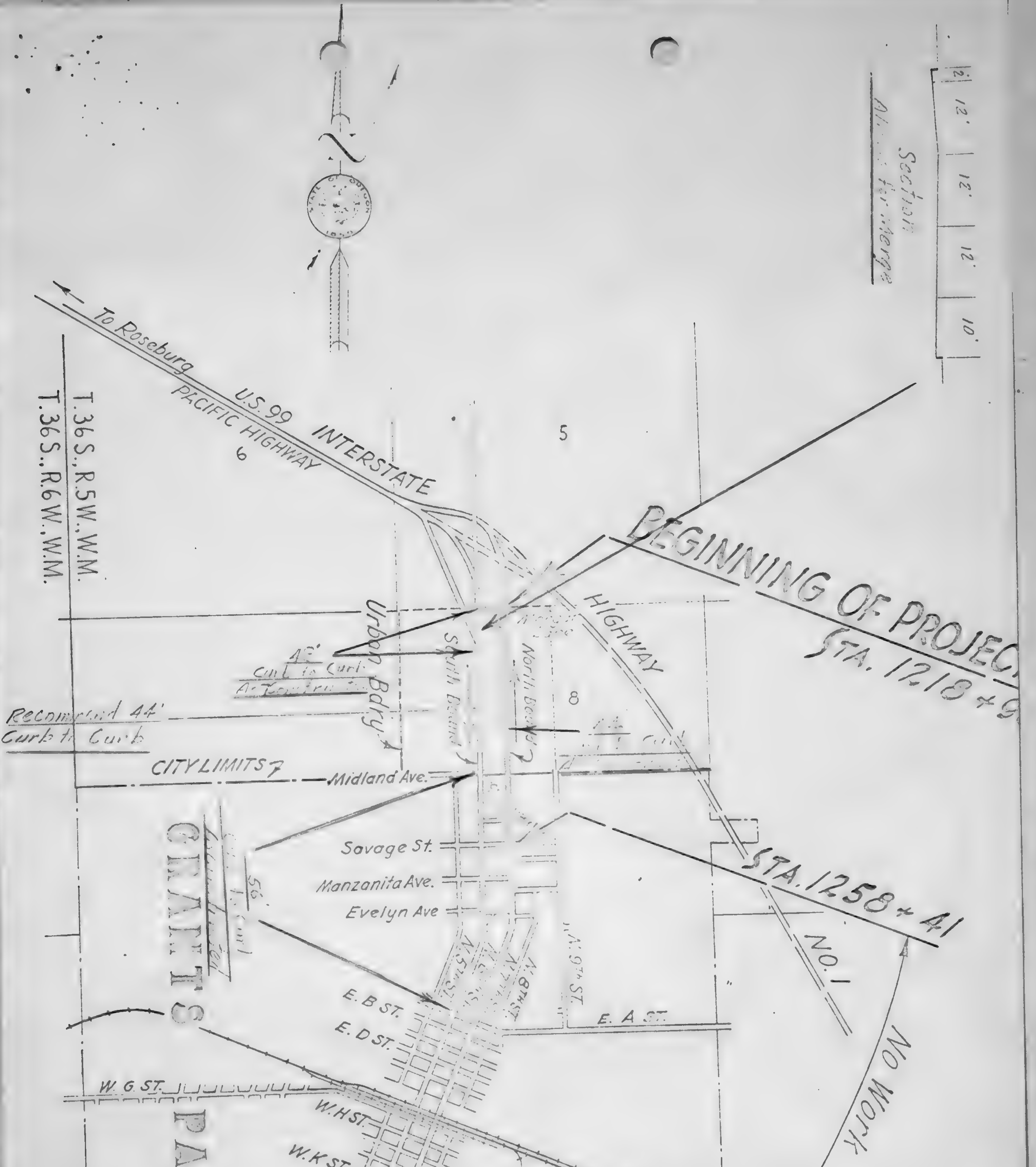
OREGON STATE HIGHWAY
DEPARTMENT
COLUMNAR TABULATION SHEET

SHEET 2 OF 2 SHEETS

Prep. of Base	mile	0.5	—	0.5	500.00	250
3/4"-0 in Binder	Cu.Yd.	170	15	185	3.75	695
RC-3 Asph. in Binder	Ton	27	3	30	48.00	1440
Cl. "B" Asph. Conc.	"	3670	370	4040	7.00	28,280
RS-1 Asphalt	"	5	1	6	60.00	360
				Sub-total		$100,500
			20% Eng. & Contg.			20,100
			TOTAL GR. & PAVE.			$120,600

[illegible]

Use
6-28-63 $160,000
[illegible]

Section
12'
12'
12'
10'
To Roseburg
U.S. 99 INTERSTATE
PACIFIC HIGHWAY
T.36S.,R.5W.,W.M.
T.36S.,R.6W.,W.M.
6
5
8
BEGINNING OF PROJEC
STA. 1218+9
HIGHWAY
NO. 1
Urban Bdry.
South Bound
North Bound
44'
Curb to Curb
Recommend 44'
Curb to Curb
44'
CITY LIMITS 7
Midland Ave.
Savage St.
Manzanita Ave.
Evelyn Ave
56'
STA. 1258+41
N. 5th ST.
N. 8th ST.
N. 9th ST.
E. A ST.
E. B ST.
E. D ST.
W. G ST.
W. H ST.
W. K ST.
GRANTS PASS
SOU. PAC. R.R. CO.
ROGUE RIVER AVE.
W. M ST.
ROGUE
No Work

RECEIVED
JUL 2 - 1963

FOR FILING

July 1, 1963

Hon. Donald G. McGregor
Josephine County Commissioner
County Courthouse
Grants Pass, Oregon

Dear Mr. McGregor:

Reference is made to your June 21 letter relative to improvements on North 6th Street in Grants Pass.

The Highway Commission is aware of the desirability of this project but due to highway needs so greatly exceeding available revenue, we can make no commitment as to when this work might be undertaken. Often work of this kind is done cooperatively by the cities involved and the Highway Department. No definite pattern on this procedure has been developed, but usually it has been on a 25 per cent city, 75 per cent State basis. If the City of Grants Pass could pick up 25 per cent of the cost, I am sure that it will tend to expedite the programming of this section.

The Highway Department will be glad to cooperate with your County Parks Department in the plantings you mention, and if you decide to go ahead with the work this fall, we will work with you so that the trees will be in a suitable location and will not interfere with future construction.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. R. Chandler

RLP:ms bbc

B E DAVIDSON
COMMISSIONER

DONALD G McGREGOR
COMMISSIONER

LOUIS D RINGUETTE
COMMISSIONER

BOARD OF COUNTY COMMISSIONERS
JOSEPHINE COUNTY OREGON
COUNTY COURTHOUSE - GRANTS PASS, OREGON

June 21, 1963

NOTED
R. L PORTER

Porter

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

The Board of Commissioners of Josephine County is greatly interested in the completion of the North 6th Street approach to Grants Pass. The particular section we are writing about is the approximately 1000 feet between Midland and Morgan Lane.

The City of Grants Pass and Josephine County have jointly agreed to install lighting from the interchanges on 6th and 7th and E and F Streets into the city. The county will also pay the power charges for illumination on the interchanges after installation of the lights by the highway department.

This spring the County Park Department was given a large group of young trees which are most suitable for street plantings. These are heeled in and will be transplanted this fall and next spring. Guided by the recommendation of your Mr. Mark Astrup, the city and county wishes to plant a goodly number of these trees along the two approaches to the city.

We feel the Oregon State Highway Department has done a magnificent job in designing the freeway around Grants Pass. We believe no city shows up so beautifully as does ours. With the addition of the lighting and the creation of tree lined entrances and exits from Grants Pass, we think our attractiveness will be further enhanced.

B E DAVIDSON
COMMISSIONER

DONALD G McGREGOR
COMMISSIONER

LOUIS D RINGUETTE
COMMISSIONER

BOARD OF COUNTY COMMISSIONERS
JOSEPHINE COUNTY OREGON
COUNTY COURTHOUSE - GRANTS PASS, OREGON

Page 2
Forrest Cooper

Your own plantings along the freeway combine the practical approach to the need of good highways with esthetic values in the creation of beauty. We wish to continue your efforts by carrying the same program on into our city.

Your consideration of our plans so that they can be consummated as soon as reasonably possible within your schedule of projected work will be greatly appreciated.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

Donald G McGregor

Donald G. McGregor
Commissioner

DGMcG:mf
CC: Pop Chandler

RECEIVED
JUN 2 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 5 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Const
Project
Muni
G. Pass

January 31, 1963

Honorable Bruce Davidson
Judge of the Josephine County Court
Josephine County Courthouse
Grants Pass, Oregon

Re: Improvement of North
Sixth Street
Morgan Lane-Grants Pass
City Limits
Josephine County

Dear Judge Davidson:

Mr. J. Al Head has referred to this office questions which were asked by City, County, and Chamber of Commerce people when he appeared before your group January 16 of this year.

There are no State funds available at this time to widen and curb North Sixth Street between Morgan Lane and the Grants Pass city limits. If this section were to be widened, it should be to a 44-foot curb to curb section located symmetrically about the street center line and widening to meet the existing 48-foot section 600 feet south of Morgan Lane. This would provide two 12-foot travel lanes with a ten-foot parking lane adjacent to the curb on each side.

Any improvement work done prior to widening the street, but based on the cross section described above, would be in agreement horizontally with State plans at the freeway ramp terminals.

I hope this information will permit you to proceed with any immediate construction you may be planning.

Rod:
Isn't this a bit narrow?
2

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

NOTED
R. L PORTER

NOTED
FORREST COOPER

LPS:ajw
cc Forrest Cooper
R. L. Porter
Tom Edwards
F. D. Morgan
F. B. Crandall
L. R. Chandler

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
January 21, 1963

SUBJECT: Improvement of N 6th Street
I-5 to City Limits
Grants Pass

To:

Tom Edwards
Asst. Highway Engineer
BUILDING

The City, County and Chamber of Commerce representatives who met with Mr. Head on Wednesday, January 16, requested that we advise them when 6th Street would be widened and curbed on the north approach from the end of the freeway off-ramp to the vicinity of the Caveman Drive-In. Mr. Head advised that he did not know but would call this matter to your attention and that you would see that the County received a reply. The Department's reply should be sent to County Judge Bruce Davidson.

The City plans to install lighting in accord with our agreement throughout this section, and one thing they definitely need to know is our future street section so that they might place their poles back of our proposed curbed line so that whenever the street is improved the lighting will not have to be disturbed.

They indicated that if it was necessary to take care of drainage to minimize cost to improve this section that they would be pleased to do so at their expense. The City and County also feel that it would improve traffic safety in this section if it were curbed. This is questionable, but an admirable thought. Will you see that the City is advised?

J. A. Head
F. B. Crandall
for Traffic Engineer

JAH:njc

cc: L. R. Chandler

Mr. Shaw
Answer w/copy to me
E

RECEIVED
JAN 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

21-4231 Yaquina Bay Br., Oregon Coast 1964
Hwy., Repair Pier Fender Dolphins
#6486

RECEIVED
NOV 19 1964
FOR FILING

November 18, 1964

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

On September 30, 1964, we wrote to you concerning release of final payment on contract #[illegible], awarded to General Const. Co., for dolphin repairs on the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

Final payment on this contract $6,138.75 and the total contract amount is $[illegible]. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
C. A. Tomassene & Sons
ICO Bldg.,
Portland, Oregon

cc: General Const. Co.,
P. O. Box 2768
Portland 8, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
SEP 29 1964
FOR FILING

[illegible]

6486

September 29, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 21 on Contract No. 6486. The contract was with General Construction Company and was for repairs on the Yaquina Bay Bridge dolphin on the Oregon Coast Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 29, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Forrest Cooper
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
AUG 27 1964

FORM E-30X—80M—12-63 84677

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1964

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

BUILDING

General Construction Company started work on Contract No. 6486, Yaquina Bay Bridge dolphin repairs on the Oregon Coast Highway in Lincoln County on August 25, 1964.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: F.A. Query

NOTED
FLOYD QUERY

RECEIVED
AUG 6 1964

6486

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 6, 1964

General Const. Co.,
P. O. Box 3345
Seattle
Washington

Gentlemen:

The State Highway Commission on **August 4, 1964,** awarded to you State Highway Contract No. **6486** for the following project:

> **Repair of pier fender dolphins on the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.**

This award was based on your low bid of **$15,395.00** which was submitted to the Commission on **July 30, 1964,** for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

8-1046 Winchuck River Sec., Oregon 1964
Coast Hwy. (Grad., Pav. & 1 RCBG [redacted]
#6487 Br.)

RECEIVED
MAR 13

FORM E-30X—80M—7-66

SF*23811-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1968

NOTED
R. L. PORTER

To:

MEMO. TO THE FILE

SUBJECT: Concrete-Steel Corporation
vs.
State of Oregon
Marion County Circuit Court
Case No. 63-445
Our file: L-5439

On Thursday, February 29, 1968, I conferred with Mr. Edwards regarding my recommendations for a compromise of this case. Mr. Merchant was also in attendance.

Mr. Edwards advised that, after discussion of this case and its ramifications with other members of the Claims Review Board, he was prepared to approve a settlement in such amount as he felt could be substantiated by the Contractor as an actual loss.

Apparently the only information in our file regarding the Contractor's losses, or claimed losses, were set forth in the schedule which had been submitted by the Contractor with their letter to the Resident Engineer dated June 29, 1966.

Mr. Edwards spent a considerable time analyzing that schedule, and making some computations based thereon. Basically, the approach was to disregard the items of work where the actual costs were less than the Contractor's estimated costs, on the basis that there was simply no claim for such items. After that, the procedure was to total what appeared to be valid actual costs, and subtract the estimated costs for the same items, which resulted in a total figure of $3,677.39. Mr. Edwards then dictated a memorandum (I do not yet have a copy) setting forth the reasons why he felt that a settlement in such amount was justified.

Subsequently, upon re-analysis of the file, I concluded that the Contractor's approach in arriving at a claim of $7,250.48 was somewhat different. The Contractor considered pertinent cost items, or rather costs of various work items, both where costs exceeded what had been anticipated and where the actual costs were less than what had been anticipated, coming up with a net figure of $978.72, by which their costs were reduced under what had been anticipated. This amount was then subtracted from the $8,229.20 underrun in the pay item for rock backfill excavation, to come up with the claim of $7,250.48.

NOTED
TOM EDWARDS

RECEIVED
MAR - 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

If the case is to be litigated, I am not certain but what the Contractor's approach might be considered valid. It should be recalled that this is essentially an action to recover damages for breach of contract, rather than for an equitable adjustment for a change, or the like. Generally speaking, the measure of damages in a breach of contract case is such amount as will place the wronged party in as good a position as he would have been in had the other party performed his contract. Stubblefield v. Montgomery Ward & Co., 163 Or. 432, 96 P2d 774, 98 P2d 14, 125 ALR 1228 (1940).

It has also been held that generally the measure of damages for breach of contract is the difference between the contract price and the cost of the work. However, in a case involving a logging contract, it was held, after recognizing the above general rule, that if plaintiff is put to the same expense in time and money as if he had fully performed, the contract price of the whole work is the measure of damages. R. E. Davis Electric Co. v. Hopkins, 155 Or. 510, 64 P2d 1317 (1937). It has also been held, in a case arising under Oregon law, that where a right of action for breach of contract exists, compensatory damages will be given for the net amount of losses and gains prevented. McKenney v. Buffolin Mfg. Co., (CA9, Or.) 232 F2d 5.

To summarize, it appears very likely that in arriving at the proper amount of recovery in the present case, the Court would consider the reduction in contract payments to the Contractor, as well as the effect upon his operating costs. If so, the Contractor's figure of $7,250.48, after a few adjustments for obvious errors, might be reasonably close to the recovery that would be allowed.

In any event, I contacted the plaintiff's attorney by telephone on Friday, March 1 and again on Monday, March 4, and stated that I believed we could settle the case in such amount as had been or could be reasonably documented by his client. I also said that the only information on his costs, which had been submitted to us, indicated that the most which we could recommend on the basis of present information, was $3,677.39. The attorney indicated that he believed there was some likelihood that his client would accept a settlement in that amount or, in the alternative, that they would submit documentation for such greater amount as they felt should be allowed. Hence, we should have an answer from them within the next few days.

Also, by agreement with the other attorney, I advised the Court, regarding our motion on the calendar for March 4, that it should be set over to the next motion day, since we would either settle the case or reach a stipulation as to the Motion.

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh

cc: ✓Mr. Tom Edwards
Mr. G. E. Rohde
Mr. I. D. Merchant

RECEIVED
MAR 4 - 1968
FOR FILING
8-1046
6487

March 4, 1968

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A second post-final payment for $9,231.95 will be made to Concrete Steel Corporation on Contract No. 6487 for grading, paving, and structure on the Winchuck River Section of the Oregon Coast Highway in Curry County as soon as the warrant is prepared.

The total amount paid on this contract will be $718,000.62 including the post-final payment. Of the total $97,916.77 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Concrete Steel Corporation
Box 1147
Medford, Oregon 97501

C. H. Maison
Attn: John Herr

RECEIVED
FORM E-30 50M 10-66
FEB 6 - 19

FOR FILE
8-10-6
6487

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1968

SUBJECT: Claim Review
Winchuck River
Contract No. 6487

To:

MEMO TO THE FILES

The Claims Review Board met the afternoon of February 1 to review a proposed compromise settlement of claims made by Concrete Steel Corporation on this project. The Board consisted of :

R. L. Porter
F. B. Klaboe
G. E. Rohde
C. H. Maison
L. P. Shaw (substituting for Tom Edwards)

Appearing on behalf of OSHD were:

John Quiner
J. B. Boyd
John H. Walker

Mr. Quiner and Mr. Boyd summarized the long history of this claim, the project conditions and the steps through which a proposed compromise settlement had evolved. The total amount last sought by the contractor is $23,301.95 which includes the time liquidated damages. A time extension to cover all liquidated damages in the amount of $14,070 was approved by the Highway Commission at its last meeting. The proposed settlement also includes an additional payment for a measurement correction on embankment foundation excavation amounting to $4,270.95. This is covered by remeasure notes and will be paid just as a post-final quantity correction. The Board then considered a lump sum compromise payment in the amount of $4,961.00 derived from four items which make up the balance. These are identified as Items 3a, 4a, 4c and Price Agreement 5 in the contractor's letter of January 3, 1968, setting forth his offer of compromise settlement.

Memo to the Files
February 5, 1968
Page 2

After reviewing pictures of some of the work scenes and discussion of the circumstances involved, the Board approved this lump sum payment as complete and final settlement of all claims. A release Price Agreement will be processed accordingly.

John A. Bond

John A. Bond, Secretary
Claims Review Board

JAB:ss:fw

cc: R. L. Porter
F. B. Klaboe
Tom Edwards
G. E. Rohde
C. H. Maison
L. P. Shaw

RECEIVED
FEB - [illegible] 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 5 - 1968

FOR FILING
8-1046
6487

February 2, 1968

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $14,070 will be made to Concrete Steel Corporation on Contract No. 6487 for grading, paving, and structure on the Winchuck River Section of the Oregon Coast Highway in Curry County, as soon as the warrant is prepared.

The total amount paid on this contract will be $708,768.67 including the post-final payment. Of the total $97,916.77 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Concrete Steel Corporation
Box 1147
Medford, Oregon 97501

C. H. Maison
Attn: John Herr

RECEIVED
FEB 19 1968
FOR FILING

8-1046

6487

#9

January 24, 1968

Concrete Steel Corporation
Box 1147
Medford, Oregon

Gentlemen:

The State Highway Commission at its meeting on January 23 considered your request for an extension of time on Contract No. 6487 on the Winchuck River Section of the Oregon Coast Highway in Curry County.

After considering the recommendation of the Engineer and other available information, the Commission extended the time by 67 days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc L. R. Chandler
J. E. Holland
L. H. Young
F. D. Morgan
C. H. Maison

RECEIVED
JAN 18 1968
FOR FILE

8-1046

6487

January 17, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 9
January 23, 1968 meeting

Gentlemen:

Concrete Steel Corporation, contractor on the Winchuck River Section of the Oregon Coast Highway in Curry County, Contract No. 6487, has requested an additional extension of time for completion of the project. The reason for the request is extra work on the grading phase.

At your December 14, 1965 meeting, while this project was still in progress, you approved a 91-day extension which advanced the completion date to December 1, 1965. This was based on the estimated overrun of contract work at that time. An extension to cover an ordered stop work period from December 20, 1965 to May 2, 1966, was subsequently approved in December 1966. The project was actually completed July 19, 1966, with 67 days of liquidated damages assessed after taking into consideration the two above-mentioned extensions.

The contract items overran but 10.7 percent, with the major item being embankment foundation excavation. However, the project was fraught with bad subgrade conditions, unstable slopes, unanticipated ground water, and at no time sufficiently dried out to permit a truly economical operation. To correct the above conditions, it was necessary to enter into seven price agreements and 15 extra work orders which accounted for over $120,000 in addition to the contract items.

In situations of this kind it is always difficult to objectively assess liquidated damages and while we feel that the contractor did not prosecute the work with the utmost vigor, I recommend that because of the numerous difficulties encountered the time be extended by the requested 67 days. This will delete all liquidated damages.

This matter will be on the agenda for the January 23 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB:fw:ss/RLP:ms jes

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1968

SUBJECT: Winchuck River Section
Oregon Coast Highway
Contract 6487
Contract Claim Settlement

To: Mr. R. L. Porter
Deputy State Highway Engineer
BUILDING

Mr. Klaboe and I discussed very briefly with you last week a compromise offer of settlement which we have received from the contractor. This is set forth in the attached January 3, 1968, letter from Vice President Hensley of Concrete Steel Corporation. This is in the total amount of $23,301.95 and evolved after a meeting between Assistant Division Engineer Quiner and the Board of Directors of this corporation on January 2. The background of past negotiations and amounts involved in this claim are set forth in more detail in my November 27, letter to Mr. Klaboe which is included in the attached file. The latest offer from the contractor is a further reduction from an earlier compromise offer in the amount of $33,328.14. The amount originally claimed was $97,841.00.

The latest compromise offer is made up of six components, the largest of which is 67 days liquidated damages that remain. A discussion of a time extension is set forth in my November 27, letter to Mr. Klaboe. There is clearly a valid basis for some additional time due to the 30.2% contract overrun. When the first time extension was considered, the outlook was for only an estimated 13.5% overrun. Practically all of this extra cost was related to grading items and all of the contractor's claim is related to grading work. The grading overrun was about 51%. The nature of much of the overrun work, such as slide removal, rock inlay, subgrade excavation of unsuitable materials and subgrade drainage items, would be expected to be performed at lower rates of production than the original contract work. The effect of poorer weather during late 1965 penalty days should also be recognized. Straight time-money relationships, therefore, may not be fair in deriving a time value for the overrun work. Time-money has the appeal of simplicity in its derivation and does illustrate that substantial time extension is justified.

Item No. 3a in the amount of $1,500 for 1,000 yards of embankment foundation excavation at bid price is clearly justified in our opinion. This work was on the plans and the contractor produced pictures of the area involved taken while the work was in progress which show that slope benches at the end of the

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embankment area were constructed. The reason for not paying for this as embankment foundation at the time was that the contractor chose to make the excavations for the perf pipes (placed on the benches) by using a dozer and it was thought that payment for the pipes and related drainage excavation was the extent of our obligation. We believe a benefit to the work did result from the method the contractor used and that the 1,000 yards does qualify as embankment foundation excavation and should be paid.

Item 3b in the amount of $4,270.95 has not been in contention. We have remeasure notes documenting this item which could be paid merely as a postfinal quantity adjustment.

Item 4a in the amount of $760.00 is also a remeasure argument. The area involved was partially backfilled before the remeasure was made and although our people claim to have allowed for the original depth in computing the excavation quantity, the circumstances under which this was done and the accuracy of our notes are questionable. The compromise offer on this item is recommended by Mr. Quiner and after discussing the circumstances with Mr. Walker of our office, who visited this job several times during its progress, we concur in recommending payment on this item.

Item 4c is likewise a remeasure argument and concerns the lower limits of subgrade excavation in the through cut north of the river. As the pictures included in the contractor's claim folder illustrate, this area was very muddy and saturated with percolating ground water. Payment for some additional excavation in the lower corners of the section does not appear unreasonable. It is unlikely that the material was standing on the short vertical slopes that some of our remeasure sections indicate (as at Stations 1028 and 1029). The yardage involved in this adjustment is very small in comparison to the overall general excavation quantity of 222,329 cubic yards. We believe the contractor has made a reasonable offer on this item.

The $1,998.00 on Price Agreement No. 5 for additional sand backfill is partly related to Item 4c above. If additional material was excavated, there was thereby additional placement of the sand backfill. This item also relates to other areas. An attempt was made to check the accuracy of our remeasure in one section of the over-excavated cut by drilling some vertical holes last summer. The depth of sand encountered was compared with the remeasure cross sections and the average of all holes was .6 foot deeper than the pay depths. We have argued that this substantially confirmed our remeasure and that it was not subject to the 22,885 cubic yard error then claimed. However, the results do show that our pay could have been on the shy side, so the compromise amount of 2,220 yards is not unreasonable.

The circumstances of these claims and the history of this project have been discussed at some length with various Division people involved, including Mr. Boyd, who was there at the time and has been kept advised of all developments, and with Mr. Walker and Mr. Morgan. We are unanimous in strongly recommending acceptance of this compromise offer. You will note that the unit prices used in deriving the money amounts of these various components are the contract bid prices. Subgrade excavation in some places on this project was carried to seven feet below plan grade. In my opinion, if the contractor had chosen to pursue this claim on the basis of a change in the character of the work and the unit cost thereof, we would have been hard-pressed to defend it. Instead, the claim is presently only as an adjustment in quantities. I am sure it behooves us to accept this compromise and effect a final settlement of the entire matter. You will recall that Mr. Klaboe also recommended it during our discussion last week.

A rough draft letter on the time extension is attached. Item 3b can be handled as a documented measure correction and the remaining $4,961.00 on a lump sum price agreement.

F. D. Morgan,
Construction Engineer

By John A. Bond
John A. Bond,
Staff Assistant

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JAN [illegible] 1968
CONSTRUCTION DIVISION

Burton
Walker
Clark
Swan

January 3, 1968

Mr. [illegible] Ford
[illegible] Office
State of Oregon
State Highway Department
Salem, Oregon

Re: [illegible] River Section, Oregon Coast Highway, Contract #6 [illegible]

Dear Mr. Ford:

At the suggestion of Mr. John [illegible] II of your department, I am writing in reference to a proposed compromise agreement which [illegible] from a meeting held at Concrete-Steel Corporation, [illegible], Oregon on January 2, 1968. This meeting was with Mr. [illegible] II, representing the Oregon State Highway Department and the Board of Directors of Concrete-Steel Corporation with the purpose of reviewing and reaching a final compromise settlement of the above referenced job.

The settlement that the Concrete-Steel Corporation Directors approved as a result of this meeting is as follows: (All items of this compromise offer are in the same order as presented in our previous presentations).

Item #[illegible]
Embankment Foundation Excavation

	QUANTITY	U.P.	[illegible]
a. Station 1057+50 to 1059+00 This item in our opinion was agreed upon and was justified during our meeting in Salem on September 8, 1967.	1000 cu.yds@	$1.50	$ 1,500.00
b. Station 1054+00 to 1057+00 With the information that developed during our meeting of January 2, 1968, it was determined that Concrete-Steel Corporation was entitled to the amount as set forth in this item.	2847.3 cu.yds.@	$1.50	$ 4,270.95

CONCRETE-STEEL CORPORATION
[illegible]

Divisions
Medford Steel and [illegible] Division — Tri-Mix Concrete and Asphalt Division
Tri-Mix Construction and Concrete Products

Mr. John Bond
Page 2.

January , 1968

Item #4 General Excavation	QUANTITY	U.P.	AMOUNT
a. This amount is based upon the agreed quantities that were determined by the on-job representatives of the O. S. H. D. and C. S. C. and were noted in writing on the C. S. C. job plans which Mr. Quiner II has reviewed. The quantity and station is as follows: Station 1029 (2000 cu.yds.). This amount was agreed upon as a compromise quantity by Mr. Quiner II.	2000 cu.yds.@	$ .38	$ 760.00
b. By agreement, C. S. C. consented to the deletion of this item based on a compromised settlement.			
c. After reviewing with Mr. Quiner II, the Oregon State Highway Department Cross Section and notes and C. S. C.'s information, the previous claim amount was revised to the new amount shown on this item.	1850 cu.yds.@	$ .38	$ 703.00
Item PA #5 After careful review, it was agreed that C. S. C. was entitled to this special backfill material based on the revised quantity.	2220 cu.yds.@	$ .90	$ 1,998.00
LIQUIDATED DAMAGES	67 days	210.00	$14,070.00

As previously stated, in order that this compromise could be finalized and a complete release to our claim, it was agreed that all liquidated damages would be returned at the time of settlement.

TOTAL AMOUNT OF OUR COMPROMISE OFFER $23,301.95

CONCRETE-STEEL CORPORATION
[illegible]

Medford Steel and [illegible] Division
The M[illegible] Concrete and Asphalt Division
The Mix Construction and [illegible] Division

Mr. John Pond January 3, 1968
Page 3.

Mr. Pond, it is upon the advise of our legal counsel that we would accept this compromise amount based upon your written acceptance prior to January 9, 1968. Reason being that under the contract specifications the statute limits would require us to begin legal proceedings under our original claim of December 21, 1966.

Very truly yours,

CONCRETE-STEEL CORPORATION

Richard F. Hensley

Richard F. Hensley
Vice President

RFH:hn

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 27, 1967
Salem, Oregon

SUBJECT: Winchuck River Section
Contract No. 6487
Contractor's Claims

To: Mr. F. B. Klaboe
Asst. State Highway Engineer
BUILDING

Over a period of several months negotiations have been underway with Concrete Steel Corp., contractor on the subject project, concerning their claims for additional compensation under this job. Their claim, as originally presented under date of December 21, 1966, was in the amount of $97,841.00. This is set forth under separate cover attached. There was also a paving sub-contractor claim which has apparently been dropped. There have been several meetings at Division level and two in the Construction Engineer's Office to review the differences and try to work towards a settlement. This has led to the attached October 20, 1967 letter from Mr. Richard Hensley, Vice President of Concrete Steel Corporation, wherein a compromise claim amount of $33,328.14 is stated. Of this amount $14,070 is for deletion of the remaining 67 days of liquidated damages, leaving $19,258.14 for adjustments claimed under the actual contract work. The basis of these claims is that our re-measure of portions of the general excavation and embankment foundation excavation was inaccurate.

We have found that adjustment clearly is due on one item - in one area, embankment foundation excavation, in the amount of $4,270.95. In addition to this we recommend an adjustment for similar work done in another area amounting to $1500. The unresolved difference therefore between the contractor's latest claimed amount and what we can sanction, exclusive of liquidated damages, is $13,487.19. See tabulation attached.

This was a State project. The largest money item involved here is the liquidated damages which is subject to review and some discretionary control. We must at this point submit the matter to you. We recommend that the embankment foundation excavation adjustment covered by remeasure be made in any case and further recommend that the full time extension be granted. An up-dated discussion of this is attached.

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OFFICE OF
STATE HIGHWAY ENGINEER

I doubt that we can get a clear agreement from the contractor to accept these recommended amounts as complete settlement. He has already scaled the claims down by 2/3. Part of our extensive file is attached.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss
Attachments

tract No. 6487 - Winchuck Rive ection

Original Claims = $97,841.00 + $1,699.68 (Sub-contractor) = $99,540.68
Compromise Claim = $33,328.14

3-a	1,000 c.y. emb. exc. 1057+50 - 1059+00	$1,500	Recommended - Was on plans and pictures confirm - $1500
3-b	5,930 c.y. emb. exc. 1054-1057+00	$8,895	Pay for only 2,847.3 c.y. = $4,270.95 as justified by revised re-measure notes on 1055+05 to 1057+50 area.
4-a	2700 c.y. Gen. Exc. 1022 = 700 1029 = 2,000	$1,026	Deny-(Probably paid on estimate see Quiner 9-21-67)
4-b	1,800 c.y. Gen. Exc. 1022-1032 drill hole check area alleged ave. correction of depth	$684	Deny-Unsound use of drill hole data.
4-c	3093 c.y. Gen. Exc. 1022-1032 Alleged exc. outside re-measured sections	$1,175.34	Deny-Stand by our re-measure sections.
PA 5	6,642 c.y. Sand Backfill (2,142 at 4-c + 2,700 at 4-a & 1800 at 4-b)	$5,977.80	Deny-related to items above
Liquidated Damages - 67 Days = $14,070.			Recommended - See separate Discussion attached. $14,070.00
		$33,328.14	$19,840.95

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FORM E-30 50M 10-65

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 27, 1967

Salem, Oregon

To:
Mr. F. B. Klaboe
Asst. State Highway Engineer
BUILDING

SUBJECT:
Winchuck River Section
Contract No. 6487
Third Request for Extension of Time

Concrete Steel Corporation, contractor on the subject project, has requested an additional time extension to delete remaining liquidated damages, which amount fo $14,070. for 67 penalty days.

In December, 1965, the Commission approved the first extension for 91 calendar days which extended to December 1, 1965. In December, 1966 telephone approval was secured from the Commission for an ordered stop work time extension for the period from December 20, 1965 to May 2, 1966. The project was actually completed July 19, 1966.

The contractor has made his latest request along with other claims for additional compensation, and did not state a specific reason as a basis for an extension. An obvious reason that does justify some extension is the overruns and extra work on grading items. There are seven price agreements and 15 extra work orders on this project which, when combined with contract item overruns, accumulate to a total contract payment overrun of 30.2%. Practically all of this overrun arises from the grading phase of the project although grading items constituted only 60% of the original contract amount. Slides and unstable soil conditions aggravated by excess ground water are the basic reasons for most of this grading overrun.

The first time extension was granted while the job was still in progress (67% complete.) At that time the extra orders added to the project amounted to $71,740 or 13 1/2%. Actually the final overall overrun was the 30.2% stated above so there is justification to reconsider and reanalyze the time overrun.

I believe time extension can be derived validly on a time-money basis applied to the pro-rated grading portion only more simply than any other means on this project.

The original contract time allowed amounted to one year - 365 calendar days, and the pro-rated grading portion of this (60%) would be 220 days. This is probably too low because some of the structural work could run concurrently with grading during the late fall and spring. We would, therefore, exclude only three winter months of the available time from the 365 days leaving 275 calendar days in which the grading work could have been expected to be completed originally.

The total overrun of grading items amounts to 51%, which on a time-money basis would equal 140 calendar days. The total penalty days (exclusive of the stop work time) amounts to 188 calendar days or 48 days more than derived by this straight time-money relationship. However, over one-half of this penalty time was in a poorer weather period from September 1, 1965, to December 20, 1965. We therefore believe it reasonable to allow the additional 48 calendar days because this poorer weather period is not equivalent day for day to the summer season.

We therefore recommend that the completion time be extended to July 19, 1966, which would delete all penalty.

F. D. Morgan
Construction Engineer

By: John A. Bond
John A. Bond
Staff Assistant

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THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 15, 1967
Salem, Oregon

SUBJECT: Winchuck River
Contract 6487
Contractor's Claims Meeting

To: MEMO TO FILE

A meeting was held September 8, 1967, in the Construction Division in Salem with the following people in attendance:

Dick Hensley Bob Phelps Bob Servik	Concrete Steel Corporation
John Quiner Jay Boyd Ed Holland John Bond	Oregon State Highway Department

The purpose of this meeting was to further discuss the contractor's claims that have been submitted on this project.

The results of the July 18 drilling to check depth of excavation from station 1029 to 1032 were reviewed including the tabulation of the drilling hole results which was prepared in the Construction Office. A copy of this tabulation which compares the depth of paid measure with the drill hole material was given to the contractor. It was the position of the State Highway Department representatives that the drill holes substantially confirmed the cross section measurement notes and discredited the contractor's claims for gross adjustments on both embankment foundation exc. and general exc. Contractor's representatives expressed some reservations as to whether they had agreed at the previous meeting (May 9, 1967) to abide by the results of this sample of drill holes with respect to the entire matter of the validity of our remeasure. Mr. Hensley copied the notes I made on this item at the last meeting so that he could discuss it further with Mr. Thorndike.

Some smaller areas of disagreement as to the measure of pay quantities at specific locations were discussed as follows:

1. Station 1028-1029, contractor claims 2,000 c.y. of gnneral excavation material in this area was not measured because it had been pushed into a pile and back filling of the excavated area was started without a remeasure.

They claim that based on observations of the pile of material our people agreed at the time that it represented 2,000 c.y. Mr. Quiner will check this out further with the field people involved.

2. Station 1058 Embankment Foundation Excavation. The plans call for 1,000 c.y. of embankment foundation excavation at this location. Contractor claims that 3 benches in the fill area were excavated by dozer where perf. pipe were subsequently installed on the benches. We have paid only for drainage excavation for the pipes. The contractor has pictures showing the benches in question. We believe the job benefited from this work and that an adjustment of the pay quantity of embankment excavation would be proper on this item. The 1,000 c.y. appears reasonable for the total quantity involved on the 3 benches which extended clear across the grade.

3. Station 1054-1057 Embankment Foundation Excavation. We have actually paid some 3,869 c.y. of embankment exc. from station 1055+05 to 1055+66 (see book 4 pages 41-47 of cross section notes). The work here has been rechecked and as explained in an earlier report from Mr. Boyd some excavation was omitted from the pay item because the original ground line used was that which existed after clearing work had removed part of the material. We have notes that correct this original ground line and result in an additional quantity of 2,847.3 c.y. which we acknowledge is due in this area. Contractor claims the area was larger and questioned the date that the remeasure was made (October 21, 1964 on the notes) and also questioned how the depth of the exc. was determined where there was allegedly water standing several feet deep. Mr. Quiner is to contact the field people involved for details on the remeasure method used and the writer is to check the Resident Engineer's diaries here for any inconsistency between dates that the embankment foundation excavation was in progress, the date on the remeasure notes, and the dates that the special backfill in the excavation area was performed. (Later diary information was found to be consistent with the notes.)

The contractor's contention that subgrade excavation in cuts is by specification definition to be paid as embankment foundation excavation (and the difference in this case is 32¢ per yard compared with $1.50 per yard) was discussed. We again stated emphatically that embankment foundation excavation applies only in embankment areas.

The remaining liquidated damages was also discussed and the contractor was advised that consideration of further time extension would be given only as a part of a package settlement that would conclude all claims. We stated that the major items of the claim have not been substantiated, that there is a possible basis for only some relatively minor quantity adjustments which so far as we now know would be limited to the 3 items set forth above.

Mr. Hensley stated that they would refer the matter to their Board of Directors for further action. In the meantime we will attempt to clarify the specific points mentioned above.

John A. Bond
Staff Assistant

JAB:ss
cc: F. B. Klaboe

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 5, 1967

To: MEMO TO FILES

SUBJECT: Winchuck River Section
Contract 6487
Contractor's Claims Meeting

A meeting was held in the Construction Engineer's office May 9, with the following people present:

Bill Thorndike, President - Concrete Steel Corp., Prime Contractor
Dick Hensley, Vice Pres. - " "
Bob Phelps "
Bob Servik, Project. Supt. - "
F. D. Morgan, OSHD
J. B. Boyd "
John Bond "

Purpose of this meeting was to discuss claims for additional compensation in the amount of $97,841 (which includes $12,390 liquidated damages for late completion). The contractor seeks an adjustment for two general reasons in addition to the return of remaining liquidated damages:

1) Embankment foundation excavation price for subgrade excavation done in a cut.

2) Additional quantities of subgrade excavation embankment foundation excavation, and replacement material.

The contractor claims that some part of the 1,000 c.y. plan embankment foundation excavation at Station 1036 was actually done but no payment on this item has been made. We are to check this out.

We are also to try to check on the quantity of embankment foundation excavation in the 1057 to 1059 area where several perforated pipes were installed, and 1,000 yards of foundation excavation was shown on the plans.

In the area immediately adjacent to this, from 1054 to 1057, the contractor claims he removed a total of 9,680 c.y. and says he based his quantity on results of 35 to 40 holes dug in the area where this material was wasted on Winchuck Development Company property. Contractor is to make notes and computations available for our further study.

One of Mr. Phelps' main points is that subgrade excavation in the 1022 to 1032 cut was carried deeper than our re-measure shows. He contends this is confirmed by load counts, by photographic comparisons, and by their first-hand observations. The possibilities of rechecking the depths of excavation in the 1029 to 1032 section was discussed where it was generally agreed a more firm foundation was found and a distinct layer of black, firmer material was encountered at the bottom of excavation zone. We agreed to consider this and try to develop a drilling pattern and a method of sampling which would be observed by the contractor's representatives and from which our re-measure would either be confirmed or refuted. If confirmed, Mr. Thorndike stated they would drop the measurement argument.

Mr. Phelps reviewed the sections of specifications (as set forth in more detail in their consulting engineer, Wilbur Warren's, November 30 letter) which he contends requires that subgrade excavation be paid as embankment foundation excavation. The heart of this argument is that in excavating below grade, a fill zone or embankment area is thereby created. We stated that this was not the intent of our specifications; that excavation below subgrade in cut areas had been made on many projects and paid as general excavation under these specifications. (Related to this is the fact that the contractor, up to now, has not based his claim on a contention that there was a change in the character of the work below subgrade. The claim has been presented as a specification definition.) We believe the contractor is in error in trying to intermingle "kinds" and "classes" of excavation.

It was agreed that we would review the request for additional time extension. We will try to handle this as a separate item on its own merits, independent of other claim negotiations. We are to contact the contractor further when we have something specific concerning drilling.

Earthwork notes and cross section plotting will be checked independently in our Rural Design Section and the flow line elevation of the parallel 30-inch pipe which was installed as an extra item on this project will be shown in relation to the adjacent subgrade excavation limits.

John A. Bond

John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe
L. R. Chandler
J. Boyd

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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1967

SUBJECT: Winchuck River Section
Oregon Coast Highway
Contract No. 6487
Contractor's Claims

To: MEMO TO THE FILES

A Mr. Kent Blackhurst called me yesterday stating that he was an attorney in Medford representing Concrete Steel Corporation, prime contractor on the subject project. Purpose of his call was to discuss the merits of a meeting with the contractor to discuss the several claims that the contractor has presented for additional compensation.

Mr. Blackhurst was aware that there had already been a couple meetings at the Division level with the contractor, and he had also reviewed the contractor's written presentation of his claims (Mr. Boyd has also forwarded this data to our office). This attorney seemed to feel that the contractor could better describe his basis for claim in person. I advised him that I had read all the correspondence and had found the contractor's description very difficult to follow even after a second and third reading, and that so far, we could find a valid basis for adjustment on only a small part of it.

I further advised Mr. Blackhurst that we would be agreeable to holding the suggested meeting, preferably sometime after the next two weeks as we would want Mr. Boyd present and he is on vacation until then. Mr. Blackhurst indicated that a written request for such a meeting would be forthcoming.

The items and amounts claimed are as follows:

44,530 c.y. Embankment Exc. @ 1.50	=	$66,795.00
22,885 c.y. General Exc. @ 0.38	=	8,696.60
11,066 c.y. P.A. 5 - Sand borrow @ .90	=	9,959.40
Liquidated damages (67 days)	=	12,390.00
Subtotal	=	$97,841.00
Subcontractor Hughes & Dodd claim -- delay in base rock placement		1,699.68
Total	=	$99,540.68

Our investigations so far indicate that an adjustment in the embankment foundation excavation to correct the original ground line on six cross sections is due and would amount to 2847.2 cubic yards. It is my belief that some additional time extension could also be justified. The division has recommended against any payment on the other items so far, and at this point, I agree.

We will take no further action on this file awaiting the meeting discussed above.

John A. Bond

John A. Bond
Staff Assistant

JAB:sg

cc: ~~E.B. Klaboe~~
L.R. Chandler
Attention: J.B. Boyd

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February 1, 1967

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Concrete Steel Corporation
Box 1147
Medford, Oregon 97501

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time on Contract No. 6487 on the Winchuck River Section of the Oregon Coast Highway in Curry County.

After considering the recommendation of the Engineer and other available information, the Commission approved an extension of time from December 20, 1965, to May 2, 1966, covering the period of a seasonal stop work order.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc L.R. Chandler
J.E. Holland
L.H. Young
F.D. Morgan
C.H. Maison

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January 11, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed July 19, 1966, on Contract No. 6487. The contract was with Concrete Steel Corporation and was for grading, paving, and a structure on the Winchuck River Section of the Oregon Coast Highway in Curry County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 11, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

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January 11, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6487 awarded to Concrete Steel Corporation for grading, paving, and structure on the Winchuck River Section of the Oregon Coast Highway in Curry County, was completed on July 19, 1966, and accepted by the Highway Commission on January 11, 1967.

Final payment in the amount of $16,578.48 will be released to the contractor after January 18, 1967. The total contract amount is $694,698.67 including $97,916.77 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Concrete Steel Corporation
Box 1147
Medford, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

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December 30, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 2
January 31, 1967 meeting

Gentlemen:

Concrete Steel Corporation, the contractor on the Winchuck River Bridge Section of the Oregon Coast Highway in Curry County, Contract No. 6487, has requested an extension of time for completion of the project.

At your December 14, 1965 meeting, you approved a previous extension to December 1, 1965. The Resident Engineer ordered a seasonal stop work on the project for the period from December 20, 1965 to May 2, 1966. The project was actually completed July 19, 1966, and there will be an additional request for extension of time presented to you later for penalty days not covered by the stop work order. This is a State project.

As we are prepared to now issue the final payment on the contract, we feel the contractor should not be penalized for the ordered stop work period. Verbal approval was secured from Chairman Jackson on December 23, 1966, to cover this stop work period with an extension of time.

This matter will be on the agenda for confirmation at the January 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB:sg fn

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION Winchuck River	WEEK ENDING November [illegible], 1966	SECTION PREFIX 8-1105
HIGHWAY Oregon Coast	COUNTY Curry	
NAME OF JOB Winchuck River Section	KIND OF WORK Grading, Paving and Structure	
CONTRACTOR Concrete Steel Corp.	CONTRACT NUMBER 6487	FEDERAL AID PROJECT NUMBER State
DATE OF CONTRACT September 1, 1964	DATE WORK STARTED September 16, 1964	ESTIMATED COMPLETION DATE August 19, 1966
AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN: 0 SUPERVISION	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS	WORK DAYS USED CALENDAR DAYS USED [illegible]59
PROJECT AUTHORIZATION. $8[illegible]5,7[illegible].05	SPECIFIED COMPLETION DATE September 1, 1965	PERCENT OF TIME ELAPSED 100
EXCLUSIVE OF ENGINEERING: $7[illegible],283.05	ENGINEERING AUTHORIZATION $9[illegible],500.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $7[illegible],400.[illegible]	ENGINEERING COST TO DATE $9[illegible]	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 0.1 %	PERCENT OF AUTHORIZATION 99 %	DATE PROJECT WAS COMPLETED: August 19, 1966

Semi-final Submitted
November 9, 1966

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.14	1.14			1.14
MILES PARTIALLY COMPLETED	1.14	1.14			1.14
MILES COMPLETED	1.14	1.14			1.14
TOTAL ESTIMATED QUANTITIES (CONTRACT)	101,[illegible]	43,[illegible]			5,[illegible]
TOTAL QUANTITIES CORRECTED TO DATE	[illegible],[illegible]5[illegible]	50,6[illegible]			[illegible],17[illegible]
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	[illegible],[illegible]5[illegible]	50,6[illegible]			6,17[illegible]
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9091							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				M E
WEDNESDAY				RECEIVED
THURSDAY				
FRIDAY				
SATURDAY				

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final submitted to the Division office November 9, 1966.

This will be the last Weekly Report submitted on this Project.

SIGNED J E Holland LOCATION Bandon, Oregon

J. E. Holland, Res. Eng.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

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FOR FILING

8-1046

148

August 10, 1966

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6847, the Winchuck River grading, paving, and structure project on the Oregon Coast Highway in Curry County is anticipated. Concrete Steel Corporation of Medford is the contractor. The original project authorization was $613,214.34. At your meeting of December 14, 1965, this was increased to $772,215.09. This overrun was caused primarily by work required to control excessive ground water and slide problems. The present anticipated cost is $815,783.05, indicating an overrun of $43,567.96 or 5.64 percent. This is a State project.

This additional overrun has been caused almost entirely by slide corrective measures and control of wet soil conditions. Extensive rock inlays, slope protection, additional granual material on the roadbed and additional perforated drain pipe have been utilized in order to correct the situation. The work beyond the original contract has also caused an increase in the engineering cost of this project.

This request for an additional authorization will be on the agenda for your consideration at the August 25 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. R. Chandler

DES:nh fn

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1966

SUBJECT: Overrun of Project Authorization
Winchuck River Section
Oregon Coast Highway
Contract No. 6487

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a report on an expected overrun of project authorization on the subject contract. This project for grading, paving and structure is under contract to Concrete Steel Corporation of Medford. The original project authorization was $613,214.34. The Highway Commission approved an increase in the project authorization amounting to $159,000.75 at their meeting of December 14, 1965. At that time it was anticipated that this amount would be adequate to complete the project. The present anticipated cost is $815,783.05, indicating an overrun of the first increase in the project authorization of $43,567.96 or 5.64%.

The major reason for this second overrun is due to the basic instability of soil materials in this area, and the necessity to control the sub-surface ground water encountered. Considerable rock inlay material was required in order to maintain the cut slopes on this project and this material plus additional work to improve the aesthetic appearance of the slide area and its rock inlay amounted to more than $42,000. There has been an increased amount of engineering required on this project due to the extensive work done beyond the original plan quantities. This engineering overrun amounts to $11,500.

It is recommended that the project authorization be increased by $43,567.96.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

Bond
John A. Bond
Staff Assistant

DES:nh

Attachments

cc: L. H. Young

FICE OF
HIGHWAY ENGINEER

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Mack Arch on the Curry Coast

OFFICE OF THE DISTRICT ATTORNEY
COURTHOUSE
GOLD BEACH, OREGON 97444

8-1046

12787

AUG 3 66

July 29, 1966

Edwards

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

F. B. KLABOE
NOTED

Dear Mr. Cooper:

re: Old 101 - Winchuck River Bridge

The Curry County Court has asked me to write to you and state that the Curry County Court is willing to and has assumed all responsibility for the maintenance of the old Winchuck River Bridge on the portion of Old U.S. 101 now bypassed by your new structure.

Porter

The Curry County Court is in all respects willing to assume any and all responsibility for this bridge.

Very truly yours,

Robert L. Miller
District Attorney

RLM:vjd
cc: Mr. George Baker, Engineer
State Highway Department Office
Coquille, Oregon

Co-City -
Please advise status of agreements, if any.

Copy - Klaboe
Hunter

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AUG 2 1966
OREGON
STATE HIGHWAY COMMISSION

Form No. E-372—10M—7-55

8-1046

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Winchuck River Section Date July 12, 1966

Highway Oregon Coast Contract No. 6487

County Curry Kind of Work Grade, Pave, Struct. Contractor Concrete Steel Corp.

Contract Amount $575,938.62

Expected over-runs and under-runs in contract items:

Major items, itemized:

		Quantity	Unit Price	Amount	
No. 27	Coarse Base Material	6,000	2.60	15,600.00	
Minor items, unitemized algebraic total				-8,412.42	
Subtotal					$7,187.58

Approved work orders (Price, extra work and state force orders) $149,804.70

Expected over-runs and under-runs in work orders:

Major items, itemized:

		Amount	
CWO #10	Load, Haul, Place Rock Inlay, Freemans Dam	3,000.00	
Minor items, unitemized algebraic total		-3,232.72	
Subtotal			$-232.72

APPROVED BY STATE HIGHWAY COMMISSION DATE Aug. 25, 1966

Authorization for engineering	$81,000.00
Expected over-run or under-run of engineering authorization	$11,500.00
Costs not included above (explain)	$
Allowance for future contingencies (4.5 % of work remaining)	$1,084.87
Credits to come from transfers and deductions - Liquidated Damages	$-10,500.00
Present estimate of project cost	$815,783.05

Brief Statement of principal causes of over-run:

More Coarse Base Material used than expected. More money needed for CWO #10. More Engineering Funds required to finish job.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$772,215.09
Present estimate of project cost	$815,783.05
Expected over-run (Amount)	$43,567.96
Expected over-run (per cent)	5.64

Space to right of this line is for use of Salem office.

Submitted by: J. E. Holland, Resident Engineer

Confirmed by: Jay B Boyd asst. Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: ~~Deputy~~ or Assistant State Highway Engineer

State Printing 86719

JUNE 1966

[illegible]

k Site".

JUNE 1966

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JUNE 1966

Winchuck Br. Sect
Oregon Coast Highway

"Proposed Park Site".

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FOR FILING

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July 8, 1966

Oregon State Highway Commission

NOA ITEM - July 14 meeting

Gentlemen:

During the construction of the Winchuck River Section, US101, under Contract No. 6487 to the Concrete Steel Corporation, difficulties with property owned by Edward and Carol Freeman were encountered.

The main problem was connected with construction adjacent and below a reservoir owned and operated by the Freemans. In order that the job be completed, it was necessary for the State to require the reservoir owners to temporarily discontinue use of same. This caused the Freemans to withdraw from irrigation certain of their lands and to purchase hay and other livestock feed materials that they would normally have provided from their own source. Compensation for this matter was approved in the amount of $2,480 by Commission action on June 2.

We have now received a second claim consisting of eight items for a total cost of $1,000. These eight items include labor and materials supplied by the Freemans for maintaining temporary fencing, repairing washed out sections of an approach road to the reservoir damaged as the result of our work, cat time necessary to level pasture area that was temporarily used for storing water, installing water lines, loss of pasture taken out of use to accommodate the temporary reservoir and reimbursement for cat time necessary to increase a turning radius in the access road built to the reservoir by the State.

The Freemans will release the State from all claims upon the settlement of these items for the sum of $1,000. We have thoroughly investigated each and every one of the claims and believe that they are all reasonable and just.

It is, therefore, recommended that you approve payment of $1,000 to the Freemans for performing work on their property by themselves in lieu of having the contractor do the work. If you approve, the Legal Division will draw up the proper release documents and present them to the Freemans for execution before making the payment.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query (NOA Item)
R, L. Porter
F. B. Klaboe
Victor D. Wolfe
George Rohde
F. D. Morgan
C. H. Maison
L. R. Chandler

FBK:srb fn

FORM E-30 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1, 1966

SUBJECT: Freeman Property Damage
Winchuck River Section
Contract No. 6487

To: Mr. F. B. Klaboe
Asst. State Highway Engineer

Building

In reply to your request of June 29, 1966, please be advised that we concur in the amount of the settlement of $1,000 and would suggest that this be presented to the Commission by the Construction Department at the next Commission meeting.

Before any payment is made on this claim we would however like to draw a new release covering the same items but which will be in the correct legal form, so that the Highway Department will be completely released from any further obligations.

Therefore, if this is approved by the Commission, we would appreciate the notification of approval and the release being returned to us and we will prepare the necessary document to be forwarded to the Freemans for their signature.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

JLS:ja
cc:
G. E. Rohde
Frank C. McKinney

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1966

McK
FOR Review in connection with the R/W transaction which is also being closed at this time
G. E. ROHDE

SUBJECT: Freeman Property Damage
Winchuck River Section
Contract No. 6487

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

NOTED
JACK L. SOLLIS

RECEIVED
JUN 29 1
LEGAL & RIGHT OF WAY

NOTED
F. C. McKINNEY

Edward and Carol Freeman own property on each side of the relocated Coast Highway for some 1300 feet on the northerly end of the subject section. This is where numerous problems have arisen during the construction, related to unstable cut slopes and excessive ground water. This is a State project and is now about completed.

Attached is a release signed by the Freemans under which we propose to pay them $1,000.00 as reimbursement for the eight items of damage which are listed. Items 1, 3 and 6 are for restoration work which Freeman has already done and compensation for the pasture loss on 0.5 acre at the temporary reservoir area. The remaining five items are for repair and correction of other obligations all arising from our construction, and which we believe can be corrected more efficiently and satisfactorily by Freeman than by contractor or State forces.

At the last Commission meeting the Right of Way Division presented for approval a right of way transaction that included an additional parcel of land adjacent to the Freeman's reservoir which we needed for flattening slopes and also included $2,480.00 as damages for loss of pasture production arising from interruption of the irrigation water usage when the reservoir had to be drained to alleviate the cut slide problem.

The $1,000.00 settlement we now propose to make is completely separate and for different items. This has been arrived at by conferences with the Freemans and their attorney, and this payment as complete settlement for the obligations listed is strongly recommended by the Division, concurred in by this office.

In addition to all the above, we will correct three remaining items under the contract -- waterproof the wing wall at the reservoir, repair the access road to the reservoir to a serviceable condition, and seed the area occupied by the temporary reservoir.

If you approve, the release should be approved as to form by Legal Division. Advise if you wish us to draft a letter to Highway Commission.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:bjm
Attachment

cc: D. H. Moehring
L. R. Chandler

RECEIVED
JUN 2[illegible] 1966
OFFICE
STATE HIGHWAY ENGINEER

6-17-66

RECEIVED
JUN 21 1966
ROSEBURG R/W

File Nos. 36690, 38698
Winchuck River Section
Oregon Coast Highway
Curry County

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

We, the undersigned, are the owners of that property described in that deed to Howard N. and Loretta E. Wallace, recorded in Book 61, Page 506 of Curry County Records of Deeds.

The State Highway Department, in improving the Winchuck River Section, did cause damage to our property, which was restored by the undersigned, as indicated below. In addition, the State has not completed certain work required to restore roads, fencing, and repair reservoir on our remaining property.

We have discussed the matter with representatives of your organization; namely, Assistant Division Engineer J. B. Boyd, and Right of Way Agent Dale D. Hill, and agree that for the consideration of One Thousand Dollars ($1000) to accomplish the following work, release the State of these obligations:

(1) Maintain fence to stockproof condition at the temporary reservoir, which required double fencing to keep the bull in. Approximately 200 feet, labor and materials ———————— $60.

(2) Repair combination board and woven wire fence near the scale site ———————— $25.

(3) Draining of the reservoir caused the washing out of the cattle lane and drain tile which were broken. Repair work consisted of: cat work, replacement of tile with 12" culvert 20' long, and re-graveling the lane ———————— $150.

(4) Cat time to restore to level pasture area that ground used for temporary reservoir ———————— $160.

(5) Install permanent water line to barn with two shut-off valves: material and labor ———————— $50.

(6) Loss of pasture land used for temporary reservoir, approximately 0.5 acre at $6 per acre for 24 months ———————— $72.

(7) Cat time to increase turning radius in access road on easterly side of highway to facilitate a log truck ———————— $250.

(8) Furnish and install on the bench below the slide area on the easterly side of the highway an estimated 40 rods of Type II fencing, at approximately $5.75 per rod ———— $233.

It is further understood that the State will accomplish earth fill work at the overflow outlet of the reservoir, repair the access road to the reservoir to serviceable condition, and seed the area used as temporary reservoir.

Edward Wilson Freeman
EDWARD WILSON FREEMAN

Carol Lee Freeman
CAROL LEE FREEMAN

Date June 17, 1966

DDH/ce

Routing
1 Morgan MT
Decker
2 Bond
Lebee
Swan

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CONSTRUCTION
DIVISION

FORM E-90 50M 5-65 SP*6470-754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 15, 1966

SUBJECT: Property Owner Conference
Freeman Files 3669C, 38698
Winchuck River Section
Oregon Coast Highway
Contract No. 6487

To: Mr. F. D. Morgan
Construction Engineer
SALEM

REFERRED TO
J. Bond
By Construction Engineer

A meeting was arranged with Mr. Freeman and his attorney, Mr. Fred Starkweather, by the Right of Way Department in order to discuss and attempt to negotiate a settlement for claims arising from our construction on his properties. The meeting was held on June 7 in the Freeman home with Mr. Ed Freeman, property owner, Mr. Fred Starkweather, Attorney for the property, Mr. Dale Hill, Right of Way Agent, Mr. Ed Holland, Resident Engineer, and myself present.

The claims consisted of two parts: Those which were of record on the interruption of irrigation water to Mr. Freeman's fields during the summer of 1965 and those damages and right of way values occasioned by our increased taking,) and claims of damage to his properties subsequent to the tendering of the above claims. The accord which we were able to reach with Freeman and his attorney is as attached in the form of release from the Freemans. The claims I will itemize in the same order as Mr. Hill used in his letter with an attendant explanation.

R/W Div. has settled this part. GB.

1. Maintain fence to stock-proof condition at the temporary reservoir which required double fencing to keep bull in. Approximately 200 ft. Labor and materials - $60.00. This fence was constructed under extra work in an area through which we hauled excavated materials to construct a temporary reservoir from which water was pumped, providing temporary irrigation. Mr. Freeman claims that during the winter, while the contractor forces were not on the project, it was necessary for him to expend labor and materials to repair loose members in soft areas in order that the stock bull would remain in the confines of the pasture. I believe that Mr. Freeman's $60.00 claim is reasonable and recommend payment. Did

2. Repair combination board and woven wire fence near scale site - $25.00. The construction of his approach to the barn at about Station 1003 damaged a corner post and about 4 rods of fence. This work of repairing this fence is better accomplished by the property owner and it will be done to his satisfaction. The staking of this approach caused that damage and I believe the request is reasonable. Tol

3. Draining of the reservoir causing washing out of cattle lane and drain tile which was broken. Repair work consisted of cat work, replacement of tile which was broken which was 20 ft. long, and resurfacing his lane - $150.00. When the reservoir was drained, because of danger to the dam, the water was channeled into a culvert northerly of the job limit. This increased water washed out the culvert in question and Mr. Freeman's roadway, also continuing water down this drainway during the winter caused additional damage. Mr. Freeman has repaired this lane, replaced the culvert, and resurfaced his road. The price involved appears very reasonable and should be allowed.

4. Cat time to restore to level pasture area that ground used for temporary reservoir - $160.00. The area in question was used as the temporary reservoir during the pump irrigation of Mr. Freeman's pasture. We drained this reservoir and Mr. Freeman allowed the spreading of the embankment materials over his pasture land which resulted in considerable saving to the State. However, these materials were saturated and it became necessary to cease our operation. It will be expensive to bring the contractor in on extra work to continue this levelling and it is in the State's interest to allow the property owner this sum as it will be done to his satisfaction and in the manner which he dictates. Considerable saving will result to the State by his doing this work as it is my belief that the raw rental of the cat by the contractor would approximate this amount without 15% overhead and operator.

5. Install permanent water line to barn with two shutoff valves. Materials and labor - $50.00. This water line was disrupted several times in the repair of the reservoir and the two shutoff valves in question lost. I believe it in the State's interest to let Mr. Freeman restore this line to his satisfaction.

6. Loss of pasture land used for temporary reservoir approximately .5 acre at $6.00 per acre for 24 months - $72.00. The land occupied by the reservoir and the area occupied by the dam was lost to Mr. Freeman's use for the pasture and they will not be restored to pasture for approximately another year. This rental rate is minimal and should be allowed.

7. Cat time to increase the turning radius in access road on the easterly side of the highway to facilitate a log truck - $250.00. It was apparently agreed in the court transcript and stipulated by our attorneys and Mr. Freeman's attorney that the access in the vicinity of Station 1003 on the left would allow for a log truck coming down the hill. This knowledge was not made available to us in the construction department nor, in the case of the lay of this ground, believed feasible by me.

The terrain is extremely rough and Mr. Freeman believes, with his own equipment, he can make a satisfactory turn. We could not approach the solution to this problem for $250.00.

8. Furnish and install on portion below the slide area on easterly side of highway an estimated 40 rods of type 2 fencing at approximately $5.75 per rod - $233.00. Mr. Freeman's fence system in the vicinity of the reservoir was completely disrupted by our operations. We placed, under our extra work, a temporary fencing which must be moved in order to utilize his property. I believe that Mr. Freeman can best solve this fencing in his own manner and relieve us of extra work by the contractor in this problem.

It is my recommendation that, in view of Mr. Freeman's long suffering and, in my opinion, reasonable approach to this problem, that these issues be solved in this manner.

We are, at the time, attempting to obtain a release from the Freemans on this basis. The State will still be required to waterproof the wing wall at the reservoir and repair the access road to the reservoir to a serviceable condition. Both of these things have been held in abeyance for the want of more stable soil conditions. Also, we have agreed while seeding and mulching, to seed the area occupied by the temporary reservoir. Your approval of this solution is recommended and requested.

Patterson

Jm
J. B. BOYD
Assistant Division Engineer

JBB/cw
cc J. E. Holland
Dale. D. Hildker
[illegible]

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FOR FILING

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6457

Salem, Oregon
December 17, 1965

Increase in Project
Authorization

Mr. Geo. A. Barnhart
Resident Highway Engineer
P. O. Box 515
Gold Beach, Oregon 97444

This is to advise you that at its meeting of December 14, 1965, the Highway Commission approved an increase of $159,000.75 in project authorization on Contract No. 6487, Winchuck River Section of the Oregon Coast Highway in Curry County.

The new authorization for construction is $772,215.09. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

VG:jb

cc: L. R. Chandler
E. H. Ash

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6487

December 15, 1965

Concrete Steel Corporation
Box 1147
Medford, Oregon

Gentlemen:

The State Highway Commission at its meeting on December 14 considered your request for an extension of the specified completion date from September 1, 1965, to August 15, 1966, to complete Contract No. 6487 for grading, paving, and structure on the Winchuck River Section of the Oregon Coast Highway in Curry County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to December 1, 1965, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn
cc
L. R. Chandler
Geo. Barnhart
F. D. Morgan
L. H. Young
C. H. Maison

FORM E-30 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1965

SUBJECT:
Extension of Time
Winchuck River Section
Oregon Coast Highway
Contract No. 6487

To:
Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a request from Concrete Steel Corporation, contractor on the subject section for an extension of the specified completion date from September 1, 1965 to August 15, 1966 without the assesment of liquidated damages.

No.	Reason	Contractor Request	Recommendation
(1)	Delay in contract award.	5	0
(2)	Delay of foundation excavation operation by power line utility work.	8	8
(3)	Delay of clearing operation by power lines.	4	4
(4)	Delay caused by increase in foundation excavation.	22	16
(5)	Delay caused by Force Account No. 3, special embankment.	21	*
(6)	Delay caused by Dec. 1964 flood.	7	0
(7)	Delay caused by Force Account No. 3, special emb. & No. 5, rock inlay	16	*
(8)	Anticipated delay caused by Force Account No. 5, rock inlay and No. 6, slide removal and Price Agreement No. 4, additional damage.	45	34*
		128	62

* All force account and price agreement work is considered on a total time/money relationship, not separately, and a total of 34 days for this category is recommended.

The contractor has listed this lost time and anticipated lost time based on 20 work days per month being equal to 6.4 months.

The delay in awarding this contract to which the contractor refers is not a justifiable reason for a time extension since the 1954 Contract Specifications, which control this project, allow a 20 day delay and the delay on this contract from the bid opening from August 25, 1964 was only 5 days, until September 1, 1964.

The delay which the contractor cites caused by power line interference is a justifiable reason for extension and 8 penalty days are recommended.

The delay in the clearing operation caused by interference with power lines which were to be moved is a justifiable reason for a 4 penalty day extension.

The increase is foundation excavation to which the contractor refers, based on the actual quantities of 10,800 cubic yards and his average daily production of 500 cubic yards per day would require 22 days. However the original contract plans showed 3,000 cubic yards, or 6 days production, so that the overrun in this item justifies a 16 penalty day extension.

With the exception of the delay cited by the contractor caused by the December 1964 flood, all his remaining reasons have to do with work done on the force account basis. The delays caused by the flood affected only bridge work and there was no exceptionally high water in the Winchuck River.

A review of the extra work orders and price agreem~~tne~~ents on this project reveals that $71,740.50 in force account work has been added to the contract, excluding anticipated flagging. This increase represents 13½ per cent of the original contract amount. Applying this percentage against the original 366 calendar days allowed, justifies a 34 penalty day extension. The original specified completion date for this contract was September 1, 1965. Completion of this project is anticipated next summer. It is anticipated that a winter shut down order will be issued on this project in the near future. The reasons cited above justify an extension in the amount of 62 penalty days which would extend the specified completion date to December 1, 1965 and reduce the liquidated damages by $13,020.00, using the penalty rate of $210.00 per day. We recommend that the specified completion date be extended to December 1, 1965.

The project is now 67% complete. We estimate it will take 2 months to complete the project after a resume work order next year, which would amount to an estimated $8400. damages. We expect a request for an additional time extension arising from current slide problems and over-excavation of unsuitable material.

This is a state project and does not require Bureau of Public Roads concurrence.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John Bond

John Bond
Staff Assistant

DES:nh

cc: L. R. Chandler

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OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6487 Contractor Concrete Steel Corp.

Highway Oregon Coast

Section Winchuck River

Kind of Work Grading, Paving, Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows:

Due to interference by utility adjustments, increase quantities of foundation excavation, and an addition of work beyond the original contract by the force account method, 62 penalty days are justified.

Recommended for Approval:

Jerry B Boyd
~~ASSISTANT~~ Division Engineer

for Construction Engineer or Bridge Engineer

Klaboe
State Highway Engineer

Contract No. 6487

Project designation State
State-Federal

Date awarded September 1, 1964

Work started September 16, 1964

Per cent completed 63 % Sept. 2, 1965
Date

Completion Date ~~No. of Workdays Allowed~~ September 1, 1965

No. of Workdays Used All

Req. Ext. To December 1, 1965 ~~No. of Added Workdays Requested~~

E—330 (Rev.)—6M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Sept. 2, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the ~~number of workdays~~ completion date from Sept.1,65 days to Aug.15, 66 days, within which to complete our Contract No. 6487, without the assessment of liquidated damages. The said contract is described as follows:

Winchuck River Section-Oregon Coast Highway-Curry County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Please refer to attached letter

Respectfully submitted,

CONCRETE-STEEL CORPORATION
Contractor

By

Contract No. 6487
Bond No. B-422695

CONSENT OF SURETY

Date September 1, 19 65

We, UNITED PACIFIC INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Fred Gatter
Attorney-in-fact

FRED GATTER - INSURANCE

By F M Gatter
Resident Agent

(SEAL)

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8-1146

6487

December 8, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6487, the Winchuck River grading, paving and structure project on the Oregon Coast Highway in Curry County is anticipated. Concrete-Steel Corporation of Medford is the contractor. The original project authorization was $613,214.34. The present anticipated cost is $772,215.09, indicating an overrun of $159,000.75 or 25.9 percent.

This overrun is due to an excessive amount of unsuitable foundation areas which required additional excavation and backfill. Also, a water-bearing stratum in the main roadbed excavation required considerable subexcavation and backfill and an extensive drainage system. A slide adjacent to a privately owned reservoir developed which required an extensive rock inlay.

This request for an additional authorization will be presented to you at the December 14 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh bg

FORM 2-30 50M 2-65 SP*8470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1965

SUBJECT:

Overrun of Project Authorization
Winchuck River Section
Oregon Coast Highway
Contract No. 6487

To:

Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a report on an expected overrun on the project authorization on the subject contract. This project, for grading, paving and structure, is under contract to Concrete-Steel Corporation of Medford. The original project authorization was $613,214.34. The present anticipated cost is $772,215.09, indicating an overrun of $159,000.75 or 25.9%.

The reasons for this overrun are due to additional work required in connection with excavation in unsuitable foundation material which required backfilling with sand furnished under an extra work order. In addition, slide adjacent to a privately owned reservoir had to be supported by rock inlay. The main road bed excavation encountered water-bearing blue clay and this material had to be wasted and a rather elaborate drainage system substituted for what had originally been planned. Engineering costs also overran the contract authorization due to the additional work required to construct this project. Another reason for the overrun in engineering has to do with the time required to complete this. A request for a time extension is pending.

It is recommended that the project authorization be increased by $159,000.75, from $613,214.34 to $772,215.09.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond

John A. Bond
Staff Assistant

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STATE HIGHWAY ENGINEER

DES:nh
cc: L. H. Young

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FORM E-30X—50M—1-65   SP*19102-734

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1965

SUBJECT: Well Problems
Winchuck River Section
Oregon Coast Highway
Contract No. 6487

To:
Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon 97470

ATTENTION: Mr. Jay B. Boyd

As related to you December 5, the well problems developing on the subject project have been discussed with our Legal Section.

Advice from them is that each problem should be treated separately. A careful investigation should be made, preferably by VanCleave, with a report recommending action to be taken to this office.

Where it would be of benefit, the Legal Section can supply a man to dig up background data, such as experience of previous owners, State Engineer's records, etc.

A report should be confined to only one owner. It would be helpful if one extra copy be supplied.

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: F. B. Klaboe
R. J. VanCleave
F. C. McKinney

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December 6, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 9
December 14, 1965 meeting

Gentlemen:

Concrete-Steel Corporation, contractor on the Winchuck River Section of the Oregon Coast Highway in Curry County, Contract No. 6487, requests an extension of the specified completion date from September 1, 1965 to August 15, 1966.

The contractor has based his request on the following:

(1) Delay in contract award

(2) Delays caused by interference with utility work

(3) Delay caused by increase quantities

(4) Delays caused by work added to the contract under the force account basis

(5) Delay caused by the December 1964 flood.

The delay in the award of the contract does not exceed that allowed in the specifications.

Item No. 2 justifies an extension of 12 penalty days.

Item No. 3 pertains to foundation excavation and a 16-penalty day extension is justified.

Item No. 4 justifies an increase of 34 penalty days.

With reference to Item No. 5, no delay was experienced due to the flood.

The above reasons justify an extension of 62 penalty days, which would extend the specified completion date to December 1, 1965, and reduce the liquidated damages by $13,020.

The original completion date for this contract was September 1, 1965. Completion of this project is anticipated next summer. It is expected that a winter shut down order will be issued in the near future. The project should be completed within two months after a resume work order is issued next year, which would amount to an estimated $8,400 in liquidated damages.

I recommend that the specified completion date be advanced to December 1, 1965.

This matter will be on the agenda for your consideration at the December 14 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. R. Chandler
L. H. Young
C. H. Maison

DES:nh fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6487 Contractor Concrete Steel Corp.

Highway Oregon Coast

Section Winchuck River

Kind of Work Grading, Paving, Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED or~~ **GRANTED**. The reasons for such recommendation are as follows:

Due to interference by utility adjustments, increase quantities of foundation excavation, and an addition of work beyond the original contract by the force account method, 62 penalty days are justified.

Recommended for Approval:

ASSISTANT Division Engineer

for Construction Engineer or Bridge Engineer

Klaboe
State Highway Engineer
asst

Contract No. 6487
Project designation State
State-Federal
Date awarded September 1, 1964
Work started September 16, 1964
Per cent completed 63 % Sept. 2, 1965
Date
Completion Date
~~[illegible]~~ September 1, 1965
No. of Workdays Used All
Req. Ext. To December 1, 1965
~~No. of Added Workdays Requested~~ ~~6.4 Months~~

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Sept. 2, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the ~~number of workdays~~ completion date from Sept. 1, 65 days to Aug. 15, 66 days, within which to complete our Contract No. 6487, without the assessment of liquidated damages. The said contract is described as follows:

Winchuck River Section-Oregon Coast Highway-Curry County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Please refer to attached letter

Respectfully submitted,

CONCRETE-STEEL CORPORATION
Contractor

By

Contract No. 6487
Bond No. B-422695

CONSENT OF SURETY

Date September 1, 1965

We, UNITED PACIFIC INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Fred Gatter
Attorney-in-fact

FRED GATTER - INSURANCE

By F M Gatter
Resident Agent

(SEAL)

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CSC
CONCRETE-STEEL CORPORATION

August 23, 1965

Mr. G. A. Barnhart
Resident Engineer
Oregon State Highway Department
122 East 3rd Street
Gold Beach, Oregon

Subject: Winchuck River Section of the
Oregon Coast Highway
Time Extension

Dear Mr. Barnhart:

We hereby request an extension of time on the above mentioned project from September 1, 1965 until August 15, 1966. We request a time extension on the basis of Article 1.8.6 of the Standard Specifications for Highway Construction, May 1, 1954, and particularly those paragraphs which state: (1) "Delay forced upon the contractor by failure on the part of the State and its representatives to act promptly in the carrying out of its obligations and duties under the contract----." and, (2) "Changes in plans and increases in quantities of work to be performed----."

Since the on-set of the job we have been plagued with delays beyond our control. The following paragraphs are written from job diarys and reflect the extent and seriousness of the delays.

The bid opening in Salem was on August 25, 1964 with the Commission scheduled to meet on August 26, 1964. The Commission did meet but did not award the contract to us, but set it aside for further investigation. On about August 31, 1964 Mr. Chandler, Division Engineer OSHD, investigated our organization even though we were prequalified for amount three times as great as the bid. On September 2, 1964 we received a telegram indicating we had been awarded the contract on September 1, 1964, thereby losing 5 days in which to get mobolized and equipment on the road.

The following schedule was prepardd following the award of the contract for both the purposes of scheduling the project, and also for scheduling move-in of scrapers and related earth moving equipment.

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CONCRETE-STEEL CORPORATION

August 23, 1965

SCHEDULE

Move-in 2 Cats, office, maintanence equipment, and miscellaneous clearing tools - September 14-16, 1964

Clear and grub 7 acres South Side Fill Area and North Side 42" Pipe Area - September 17-23, 1964

Burn Cleared Materials - September 21, 1964 - On

Construct Temporary River Crossing - September 23 - October 2, 1964

Foundation Excavation 1000 cy Station 1036 at 42" Pipe Area (Only) - Sept. 23 - Sept.24, 1964

Excavate Channel Change and place in roadway fill area - September 28 - October 2, 1964

Place 42" Pipe and related 6" Perf. pipe at Station 1036 - September 25, 1964 - October 2, 1964

Move-in DW-21's and Related Equipment - Prior to October 2, 1964
Begin General Excavation - October 5, 1964

Move-in 3rd Cat for remaining foundation excavation and clearing - Week of October 2, 1964

Continue General Excavation until shut down by weather.

We moved on to the project on September 15, 1964. On September 15 we received permission from Brown Lumber Company to gain access to the project through their property, however on September 16, 1964, with several low-boys waiting, the Browns withdrew permission to cross their property because the OSHD had not paid them for their property as per agreement. On September 17, 1964 Mr. Barnhart, Resident Engineer OSHD, and Mr. Baker, our superintendent, temporarily relieved the problem with the Browns. During this discussion Mr. Barnhart requested them to remove equipment and materials from their storage shed which was within the right-of-way at station 1050 so that we could remove the shed during clearing operations. Mr. Brown indicated the equipment and materials would be removed immediately. Mr. Barnhart also requested the Browns remove their cattle from the right-of-way. The cattle were removed by September 21, 1964, however the equipment and materials in Brown's shed were not removed until mid-February, some five and one half months after the bid opening. The existance of this shed across centre line during the clearing operation caused unnecessary handling of cleared materials and hindered access through that portion of the project.

Mr. Barnhart was requested at several meetings between September 2, 1964 and September 17, 1964 by Mr. Phelps, CSC Division Manager, to contact Coos-Curry Coop to remove their power lines (the inter-tie between Coos-Curry Coop and PG&E) from within the right-of-way. Mr. Barnhart contacted Coos-Curry Coop at Brookings immediately following each meeting, finding that they contemplated having the power lines removed within the next 10 days. This power line presented a definite safety hazard to men and equipment for 3 primary operations, clearing and grubbing, foundation excavation and embankment operations. The power lines traversed the right-of-way diagonally for a distance of 2300 feet, and generally bisected those areas requiring heaviest clearing and foundation excavation. Also equipment movement under these power lines was restricted since the minimum distance between ground and wire was generally 15 to 18 feet. Considering the first time that Mr. Barnhart contacted the Coos-Curry Coop the power lines should have been removed and out of the way by September 22, 1964, which would have caused us no delay or inconvenience. The power lines were finally removed on or about April 2, 1965, seven months to the day after first notification.

Due to the power lines not being removed prior to the award of the contract, it was necessary to transport cleared materials to the adjoining property to the west for burning since it was impossible to burn and bunch beneath the power lines. It was also necessary to use utmost caution when removing the tall trees (many 50 to 75 feet high) from next to the lines. During the clearing operations we used unusually long cables and high climbing techniques to insure that the workmen were in a safe position at all times and also to insure that trees would not be felled across the lines.

It was found out by this office that Coos-Curry Coop's first attempt to secure right-of-way for relocating their power line was on the evening of September 22, 1964. From then until the middle of November Coos-Curry Coop met with the OSHD, the Winchuck Development Company, and Brown Lumber Company to acquire right-of-way. Eventually the lines were placed within the right-of-way, which has since hindered embankment operations.

On October 8, 1964 we started foundation excavation operations, eight work days behind schedule, time lost during the clearing operation. We were also constructing our temporary haul road bridge to be used for transporting excavated materials from the north side of the Winchuck River to the fill area on the south. The bridge was completed on October 9, 1964, four work days behind schedule.

We soon discovered that our foundation excavation schedule was grossly in error. We had figured 2 working days to accomplish 1000 cubic yards of foundation excavation. This quantity being the plan quantity at station 1035, removal of which was necessary to ready the excavation area (1020 to 1035) and the fill area (1041 to 1057). We soon found that the plan quantity at station 1035 was grossly in error. We eventually removed approximately 3500 cy. It was then found that several other areas not included on the plans required foundation excavation. The area 1052 to 1056 and an area across the right-of-way at 1048. This latter area (1048) was impossible to excavate until the power lines were removed. The area 1052 to 1056 eventually required approximately 6500 cubic yards of excavation and the across station 1048 eventually required approximately 2000 cubic yards foundation excavation. Based upon the 500 cy. per day production indicated in the schedule above this increase quantity delayed the remaining portions of the projected 22 work days.

On October 5, 1964 the Resident Engineer directed us to backfill with beach gravels all areas excavated for foundation excavation. On October 20, 1964 we started hauling beach gravels to backfill these areas. From October 20, 1964 until November 20, 1964 our earth movingfleet worked three days on general excavation. All remaining work days were spent hauling gravels from the beach on force account, an additional 21 days lost to the completion of our contract. The project was shut down for the winter on November 23, 1964.

During the winter months of 1964-1965 Washington, Oregon and California experienced a heavier and more severe winter than has been previously known. During this winter we experienced little actual damage other than our temporary river crossing was in essence washed out. We had scheduled to use this crossing in the fall of 1964 and would have hauled from 60,000 cy. to 80,000 cy. across it had not power poles, foundation excavation and force account work delayed us. We repaired the crossing in the spring at a cost of $3200.00 and a time loss of 7 work days.

Power and telephone lines were removed from the area of station 1027 on March 24, 1965. Station 1027 is in the middle of the largest cut on the project. The existance of these power and telephone lines again hindered our clearing operations in the area of station 1027.

Telephone lines in the northern portion of the project were removed and out of our way on June 8, 1965, nine months after award of the contract. The power lines were removed from the north end of the project at about the same time.

Since the restart of work in the Spring of 1965 the OSHD has required us to use our earth moving equipment force to perform extra work in the following manner:

TIME	EQUIPMENT	WORK DAYS LOST TO CONTRACT
March, 1965	Tractor & Rubber tired Scraper	3 days
April, 1965	Tractors and Rubber tired Scrapers	4 days
May, 1965	none	0 days
June, 1965	none	0 days
July, 1965	none	0 days
August 15, 1965	Tractors & Rubber tired Scrapers	9 days
	Total work days lost to performance of Contract	16 days

On June 21, 1965 we started over excavating unsuitable material and hauling it to a designated waste area adjacent to the north bank of the Winchuck River. We have also hauled unsuitable material from within the roadway prism to this waste area as directed by the Resident Engineer. Through August 2, 1965 we have excavated and hauled to this waste area 62,440 cys. Of this material approximately 30% was over excavation, or approximately 18,732 cy. This figure corresponds reasonably well with the Resident Engineer's office since the project was designed with approximately 40,000 cy excess which was available for waste or other needs.

The project is presently needing 20,000 to 25,000 cy of barrow in addition to the 40,000 cy designed as excess. The sum of 40,000 cy plus 20,000 cy to 25,000 cy checks my load count figure of 62,440 cy.

The following additional times will be required to complete the extra work which we have been directed to perform.

		ADDITIONAL WORK DAYS
Force Account #5 Bank Slope Protection		20 days
Force Account #6 Slide Removal	(9 days included above)	5 days
Barrow Excavation	25,000 cy	8 days

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CSC
CONCRETE-STEEL CORPORATION

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August 23, 1965
Page -6-

Price Agreement #4
Install Storm Drain 12 days

Total Work Days 45 days

The following is a recap of time lost as defined in Article 1.8.6 of the Standard Specifications for Highway Construction:

CAUSE	LOSE
Delay in Contract award	5 days
Delay of foundation excavation operation by power line and clearing	8 days
Delay of clearing operation by power lines	4 days
Delay of project by increase in foundation excavation	22 days
Delay of project by Force Account #3 Special Embankment	21 days
Delay of project by December 1964 flood	7 days
Delay of project in 1965 caused by Force Accounts #3 and #5	16 days
Anticipated additional delay caused by Force Accounts #5 and #6, anticipated Barrow excavation and Price Agreement #4	45 days
Total Lost Time and Anticipated Lost Time @ 20 work days/mo. =	128 days 6.4 months

Six and one-half month time extension placed the completion date at August 15, 1966. We therefore reiterate our request for an extention of time from September 1, 1965 until August 15, 1966.

Thank you for your consideration.

Yours truly,

CONCRETE-STEEL CORPORATION
Tru-Mix Equip. & Const. Division

R. E. Phelps
Manager

REP:bs

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Form No. [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Winchuck River Date December 3, 1965

Highway Oregon Coast Contract No. 6487

County Curry Kind of Work Grade, Pave. & Struct Contractor Concrete Steel Corp.

Contract Amount $531,429.42

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price/	Amount
2. Drainage Excavation, Unclassified	1790	2.50	4,475.00
3. Embankment Foundation Excavation, Unclass	7500	1.50	11,250.00
4. General Excavation, Unclassified	25500	0.32	8,160.00
18. 6inch Perf. Metal Drain Pipe, Uncoated	5800	1.85	10,730.00
Minor items, unitemized algebraic total			9,894.20

Subtotal $44,509.20

Approved work orders (Price, extra work and state force orders) $69,655.90

Expected over-runs and under-runs in work orders:

Major items, itemized:

		Amount
PA#5 Furnish Place & Haul Sand Blanket	4300 cyds @0.90	3,870.00
EWO#3 Furnish & Place Spec. Emb. Materials		13,918.28
Minor items, unitemized algebraic total		5,580.29

Subtotal $23,368.57

Authorization for engineering $43,606.35

Expected over-run or under-run of engineering authorization $37,393.65

Costs not included above (explain) unwritten force orders $5,900 anticipated slide rep $16,000.00

Allowance for future contingencies (4.5 % of work remaining) $6,252.00

Credits to come from transfers and deductions $None

Present estimate of project cost $772,215.09

Brief Statement of principal causes of over-run: Excess amount of unsuitable foundation areas requiring excavation and backfill; Unusual water condition in main cut requiring subexcavation and backfill with special blanket materials and also requiring the installation of a new sewer system and greatly increased amounts of perforated pipe; slide condition below a private irrigation reservoir required special rock toe installation and other appurtenances.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$613,214.34
Present estimate of project cost	$772,215.09
Expected over-run (Amount)	$159,000.75
Expected over-run (per cent)	25.9

Space to right of this line is for use of Salem office.

Submitted by: G. A. Barnhart, Resident Engineer

Noted by: Construction or Bridge Engineer

Confirmed by: ASSISTANT Division Engineer

Noted by: ~~Deputy or~~ Assistant State Highway Engineer

State Printing 86719

Copy for John Walker

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6487

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 15, 1965

Porter

To: MEMO TO THE FILES

SUBJECT: Winchuck River Section
Contract No. 6487
Curry County

NOTED
F. B. KLABOE

After a visit to the subject project on October 12 by Johnny Walker, Assistant Construction Engineer and myself it was decided that I should contact the contractor and discuss with him his apparent lack of progress in prosecution of this project.

On October 14, I met with Bob Phelps and Bob Sevgik of the Concrete Steel Corporation. I explained to the two Bobs how I felt that their work had not been prosecuted to a point which would end in an early completion of this project. It was known by all that the large cut immediately north of the new Winchuck Bridge had been very wet and difficult to handle, but that it did not appear that it should have taken them some five months to remove this material. Bob Phelps is a great one for throwing dirt and having all kinds of excuses. He proceeded to bring up such points as the power company took nine months to move their lines which held up the south fill, the extra work necessary at the Freeman dam, having to borrow material to finish the south fill and various objections to our engineering, basically the remeasuring of the foundation excavation.

After about 1½ hours of this type of discussion, the following facts and promises where made by Bob Phelps. The fill and roadbed south of the Winchuk River to be finished the first of next week and the base rock placed on this section of the road. As soon as the rocking is completed on the south end, they promised to start paving this section. During this time they promised completion of the cut at the north end of the project. They gave me the date of November 20 as the completion of the paving. All of this is subject to the weather conditions. Mr. Phelps also informed me that Pelican Bay Construction Co. at Smith River California is furnishing the asphaltic concrete and that he is making arrangements with either Babler or Morse Brothers for placing the asphaltic concrete.

Copy to Klaboe
jsw.

______ Morgan ______
______ Decker ______
______ Bond ______
______ Barbee ______
______ Walker ______ W

______ Pease ______
______ Morelock ______

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CONSTRUCTION
DIVISION

I sincerely hope that Bob Phelps is correct in his estimate for the completion of this project, but I personally feel that he is not capable of completing this project this year.

John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf

cc: F. D. Morgan
John Walker

P.S. - A time extension has been submitted by Concrete Steel Corp. for this job which goes into great detail into Mr. Phelps letter to outline the delays encountered. This is in the division office now should be in Salem early next week.

CONSTRUCTION DIVISION
RECEIVED
5 1965
COE

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 2, 1965

SUBJECT: Winchuck River Section
Oregon Coast Highway
Contract No. 6487
Curry County

To: F. D. Morgan
Construction Engineer
Salem, Oregon

On March 31 I was in Mr. Barnhart's office in Gold Beach and discussed, at some length with him, the engineering charges in relation to the work performed on the subject project. As you are aware, there has been little or no work performed by the grading contractor since November of last year. During the winter months Mr. Barnhart has performed all the necessary engineering in preparation for the grading contractor's work which has already begun as of last week. This accounted for some of the increase in engineering without an increase in the contract work. To add to the problem, Gene Ash, Resident Bridge Engineer has had to travel (or one of his men) to the Winchuck daily to inspect the bridge contractor's activities. The bridge contractor's work has been on a very small scale this winter, but required the same amount of inspection that would be necessary if the job was going at full speed.

If the engineering charges were to continue as they are now (approximately $5,000 per month) until the job is completed in October, we would spend approximately $55,000 in engineering. The engineering for this job is $43,600 which would be an overrun of $11,400. However this situation should not develope since Mr. Barnhart will have the engineering necessary to complete the Wimer Slide and is presently starting on a location for the Jerry Flat Road. In addition to these projects, it is anticipated we will have a City street job in Port Orford and possibly some county work.

There is still no guarantee at this time that the engineering will not overrun. However every attempt will be made to keep the engineering on this project in line.

John Quiner II
John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf

September 6, 1964

NOTED
R.L PORTER

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Cooper:

Last week while on vacation in the Brookings Area, I had the unpleasant, breath-taking and hair-raising experience of meeting a truck, on the extremely narrow bridge between Brookings and Harbor. I am enclosing for your review, pictures and story of a serious truck accident that happened on another hazardous bridge crossing on the Winchuck River, as reported in the Brookings-Harbor Pilot .

I would strongly recommend that immediate priority be given to the realignment of U.S. Highway 101 south of Brookings, as well as, replacement of these two hazardous structures. Would you please give this serious matter your earliest consideration ?

Sincerely,

R. Keith Anderson

R. Keith Anderson
3025 S.W. 139th
Beaverton, Oregon

RECEIVED
SEP 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP - 8 1964
OFFICE OF
STATE HIGHWAY COMMISSION

Oil Tank Trailer Crashes Bridge

A tanker trailer, loaded with 3,900 gallons of diesel fuel, slammed through more than 150 feet of guard railing on the Winchuck River Bridge late Tuesday afternoon and dropped 50 feet onto the river bank.

Driver Newton John Loehr, 31, of Grants Pass, Ore., received minor injuries to his right knee, elbow and shoulder when his truck trailer apparently went out of control as he was going north across the bridge.

He told State Police Officer Donald Welp he came onto the bridge approach and the trailer came off the axle. The driver kept control of the rest of the load and shot across the bridge where he stopped on the north bank road.

Loehr was thrown around inside the cab of his truck as the vehicle careened across both lanes and nearly hit the west railing before he was able to drive it off the span.

He told Welp he was going about 40 miles an hour when he approached the bridge.

The trailer tore through the guard rail, snapped a span holding up a section of the bridge and severely damaged a cross member of the bridge deck.

Part of the diesel fuel spilled out on the bridge before the trailer dropped to the river's south bank and split. Thousands of gallons of fuel drained down into the river and sprayed over property under the bridge.

Some low sections of grass land were a foot deep in diesel fuel.

The impact of the crash sheared off telephone wires along the east side of the bridge and interrupted telephone service in the area.

Heavy truck traffic over the bridge was halted for more than eight hours and only passenger vehicles and light trucks were permitted to cross the bridge in the west lane.

Heavy truck traffic was backed up on both sides of the bridge for a time and northbound drivers were forced to return to Crescent City to detour over highways 199 and 99.

Southbound haulers either bedded down on the roadside or returned to Brookings until the bridge

Division Maintenance Foreman Roy Lake termed the damage as the worst in the span's long history of accidents.

A section of the east guard railing was repaired only last July when a Crescent City trucker, Donald Leest, spilled a load of lumber from his truck while southbound over the bridge. The lumber tore out a section of the railing and spilled into the river below.

Truck drivers, who witnessed the accident, also theorized that the diesel fuel in the trailer "shifted" as the driver approached the bridge.

Loehr said it was his first accident in 16 years of driving.

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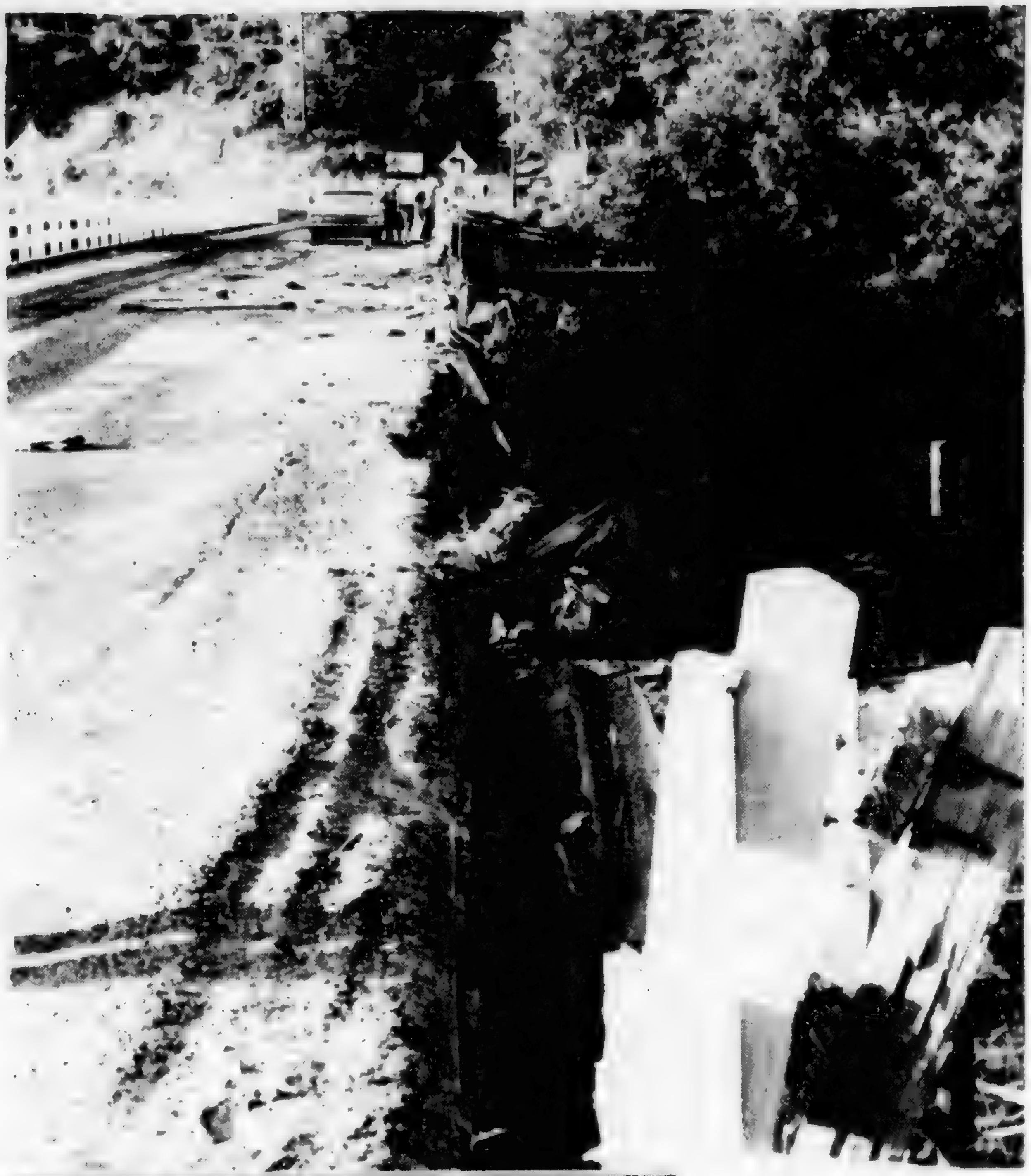
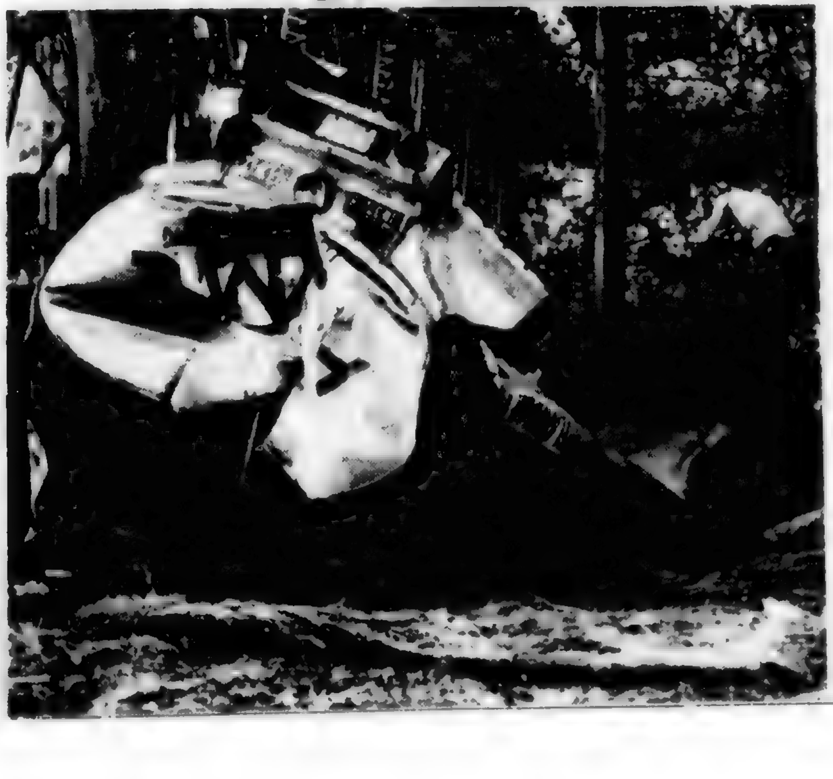




WINCHUCK RIVER bridge suffered major damage Tuesday when trailer of tanker truck fell from bridge (see arrow and picture at left). Railing of bridge (above) was destroyed for more than 150 feet along east side of bridge and several major supports were broken under stucture. Traffic was delayed and heavy trucks prohibited from using bridge over night. One way traffic is now allowed across bridge.

(Pilot Photos).

RECEIVED
NOV 2 - 1964

FOR FILING
8-1[illegible]

6487

September 1, 1964

AGENDA
OCT 9 1964
36

Concrete [illegible] Corporation
P. O. Box [illegible]
Medford, Oregon

Gentlemen:

The State Highway Commission on August 27, 1964, accepted your proposal for grading, paving and one RCBG bridge on the Winchuck River Section of Oregon Coast Highway in Curry County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6487.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
SEP 2 - 1964

FOR FILING

6487

September 1, 1964

Oregon State Highway Commission

Gentlemen:

At the Highway Commission meeting on August 27, I reported to you on Job No. 3, Winchuck River Section, Oregon Coast Highway, that the Concrete Steel Corporation of Medford was the low bidder of seven, with a bid of $531,429.42. The Engineer's Estimate was $527,062.00. I asked that you defer the award of this contract pending an investigation as to the contractor's qualifications.

On this date, I recommended to the Chairman that the contract be awarded to the Concrete Steel Corporation and he authorised me to proceed, with confirmation to be had at the next regular Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN

Page 1 of 3 Pages

Section WINCHUCK RIVER Highway OREGON COAST (FA 2) County CURRY Prefix 8-1077

Res. Engr. ______ Approx. Length 1.0 Miles. Sta. ______ to Sta. ______ Date 7-14-64

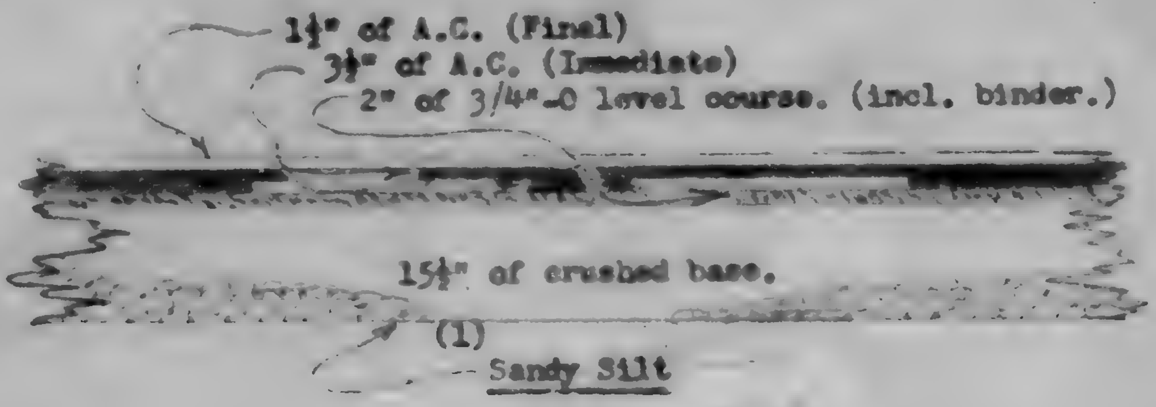
Truck A.D.T. 264 Traffic Coefficient 9.0 18 kip s.a. per day 185.3.

Annual Precipitation 70"± Frost Penetration - - - - .

(1)
Typical Soil
39 LL
10 PI
97 %P 10
66 %P200
3 %Gravel
13 %C Sand
18 %F Sand
62 %Silt
4 %Clay
14 "R" Value
(Corrected)

AASHO CLASSIFICATION:
A-4 (7)

MATERIAL SOURCES:
To be determined by the Engineer.



CBR Total Req.	Credit	Actual Thick.	
	3	1¼	AC-Final
	7	3½	AC-Immed.
	2	2	Le[illegible]
	15½	15½	Cr Base
27½	27½	22½	

1964

7-14-64

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer

Submitted by ______ Staff Assistant
Recommended by ______ Engineer of Materials
Recommended by ______ Construction Engineer
Approved by ______ Asst. State Highway Engineer

SECTION: WINCHUCK RIVER

HIGHWAY: OREGON COAST (FA 2)

COUNTY: [redacted]

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet

2. Soils Characteristics: See design chart attached

3. Weather: See design chart attached

4. Performance of Similar Pavements in Area: Good X Fair ______ Poor ______
Remarks: ______

5. Cost Comparisons: See Remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil

7. Stage Construction: Part of the design

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: Not a consideration

10. Stimulation of Competition: Not a consideration

11. Construction Consideration: No special problems

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration

13. Traffic Safety: No unusual problems

14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Not a consideration

CONCLUSION AND REMARKS:

No cost comparison was made as this is a short (approximately 1.0 mile) isolated section, with no P.C.C. pavement in the immediate area.

SECTION: WINCHUCK RIVER
HIGHWAY: OREGON COAST (PA 2)
COUNTY: CURRY

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year ____________

A. 1963 Present ADT 2800 (Total)
B. 1983 Future ADT 5320 (Total)
C. Mean ADT 4060 $(\frac{A+B}{2})$
D. Design Period 20 Years
E. No. of Lanes 2
F. Percent Trucks 13 (ADT Basis)
G. Trucks (in one direction) $\frac{F}{2}$= 6.5 x (C) 4060 = 264
H. % Trucks in Design Lane 100 %
I. Trucks in Design Lane (G) 264 x (H) 100 % = 264

TRAFFIC COEFFICIENT = $K (I)^{0.119}$
where K = 4.664

= 9.0

RECEIVED
MAY 1- 1964
FOR FILING

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

April 30, 1964

08-35.3

A. W. Parsons, Division Engineer
Salem, Oregon

Sketch Map of Airport Clearance as Required by PPM 20-13
Winchuck River Section - Oregon Coast Highway
Oregon Project F-119(5)

We are returning herewith one signed copy of the sketch map showing the location of the Crissey State Line Airport as related to the proposed relocation of the Winchuck River Section of the Oregon Coast Highway FAP Project 119.

This sketch map has been signed by the Director of Oregon State Board of Aeronautics as the appropriate airport official, concurring with the Highway Department and Public Roads that this proposed highway project as related to the existing airport is within the public interest.

We have not requested a review of this sketch map by the Federal Aviation Agency, as they have approved a previously submitted sketch map for this proposed project on December 14,1962. In that there is no change in this proposal from that earlier date, we feel that this earlier FAA approval, together with the signatures on the attached sketch map, will serve to testify to the finding that this proposed project as related to the Crissey State Line Airport is within the public interest as required by Section 318, Title 23, USC and PPM 20-13.

Attachment

original to Young
with attach
5-4-64

NOTED
LLOYD P. SHAW

SKETCH MAP [illegible] of [illegible]
[illegible]
[illegible]
[illegible]
[illegible] proposed [illegible]
[illegible]

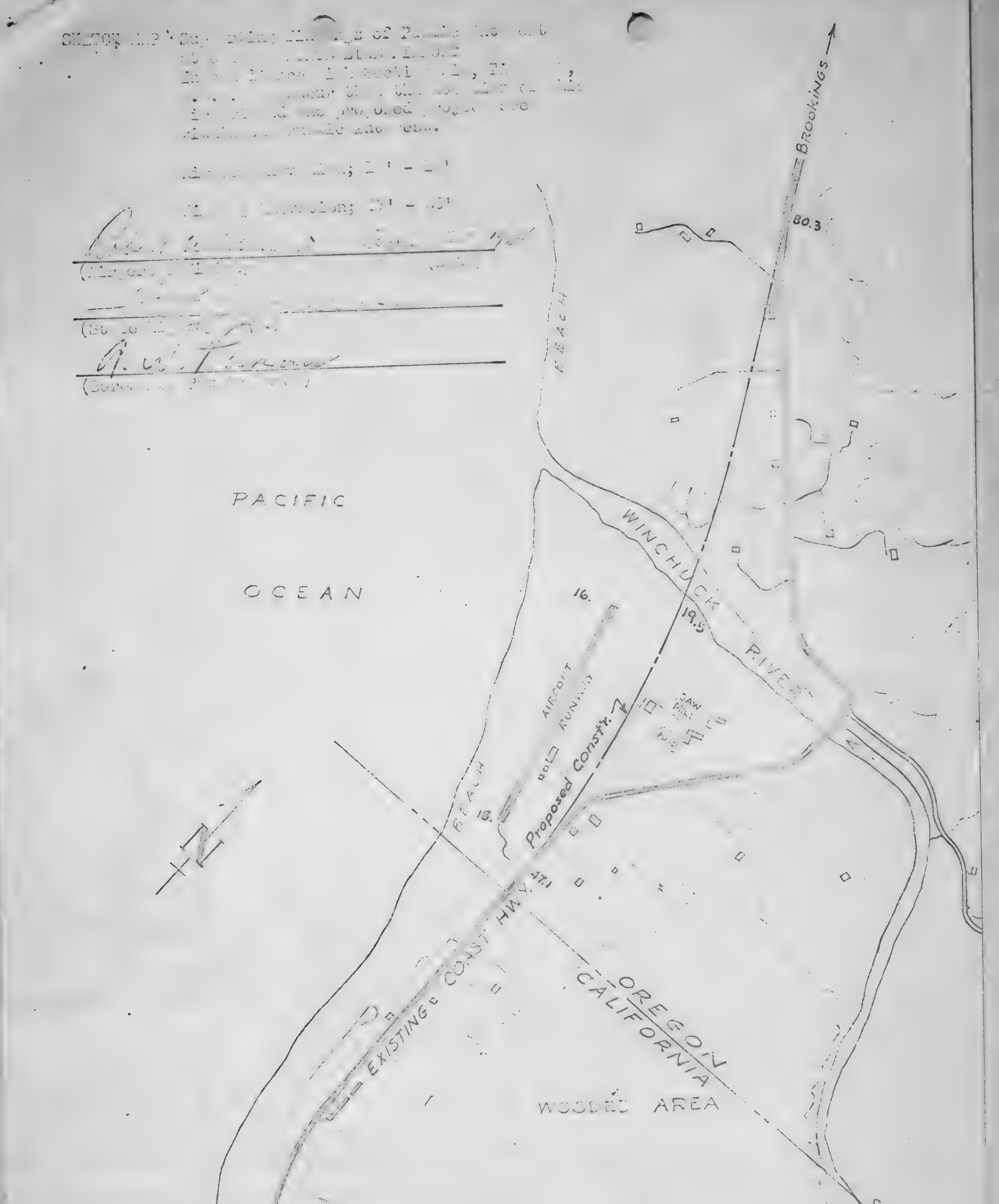
[illegible]

[illegible]

[illegible]

[illegible]

A. W. [illegible]
([illegible])



Brookings
80.3
BEACH
PACIFIC
OCEAN
WINCHUCK RIVER
16.
19.5
AIRPORT RUNWAY
Proposed Constr.
SAW MILL
18.
BEACH
47.1
EXISTING COAST HWY.
OREGON
CALIFORNIA
WOODED AREA
CURRY COUNTY
DEL NORTE COUNTY
N

CRISSEY STATE LINE AIRPORT
SKETCH MAP –
WINCHUCK RIVER SECTION
OREGON COAST HIGHWAY
CURRY COUNTY
Approx. Scale: 1" : 800'

RECEIVED
APR 20 1964
FOR FILING

[illegible]

[illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 15, 1964

Oregon State Board of Aeronautics
3040 - 25th Street S. E.
Salem, Oregon

Subj: Crissey State Line Airport
Winchuck River Section
Oregon Coast Highway
Curry County

Attention: Mr. R. W. Dunn, Director

Gentlemen:

Herewith six copies of a sketch map showing the subject project in relation to the Crissey State Line Airport as required by PPM 20-13.

If you concur in the proposal, please sign the sketches and forward them to the Bureau of Public Roads, Salem, Oregon.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

Enclosures
DNS:jp

cc: A. D. Olson
General Files

SKETCH MAP Supporting findings of Public Interest at CRISSEY STATE LINE AIRPORT In compliance with Section 318, Title 23, U.S.C. we concur that the location of this airport and the proposed project are within the Public Interest.

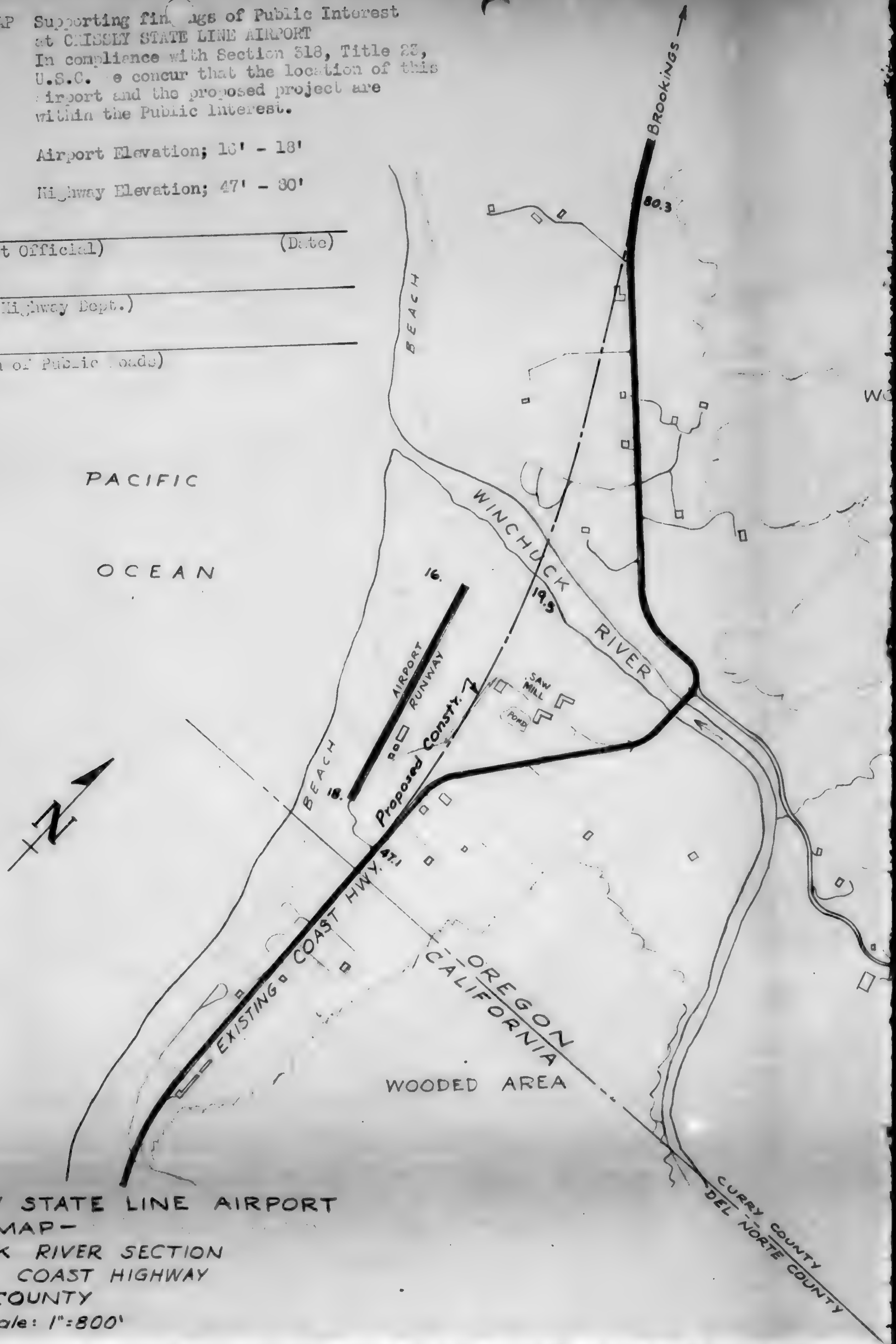
Airport Elevation; 16' - 18'

Highway Elevation; 47' - 80'

____
(Airport Official) (Date)

____
(State Highway Dept.)

____
(Bureau of Public Roads)


BROOKINGS
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PACIFIC
OCEAN
WINCHUCK RIVER
16.
19.5
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Proposed Constr.
SAW MILL
POND
18.
BEACH
N
47.1
EXISTING COAST HWY.
OREGON
CALIFORNIA
WOODED AREA
CURRY COUNTY
DEL NORTE COUNTY
WO

CRISSEY STATE LINE AIRPORT
SKETCH MAP—
WINCHUCK RIVER SECTION
OREGON COAST HIGHWAY
CURRY COUNTY
Approx. Scale: 1":800'

ng findings of Public Interest
LY STATE LINE AIRPORT
iance with Section 318, Title 23,
e concur that the location of this
and the proposed project are
he Public Interest.

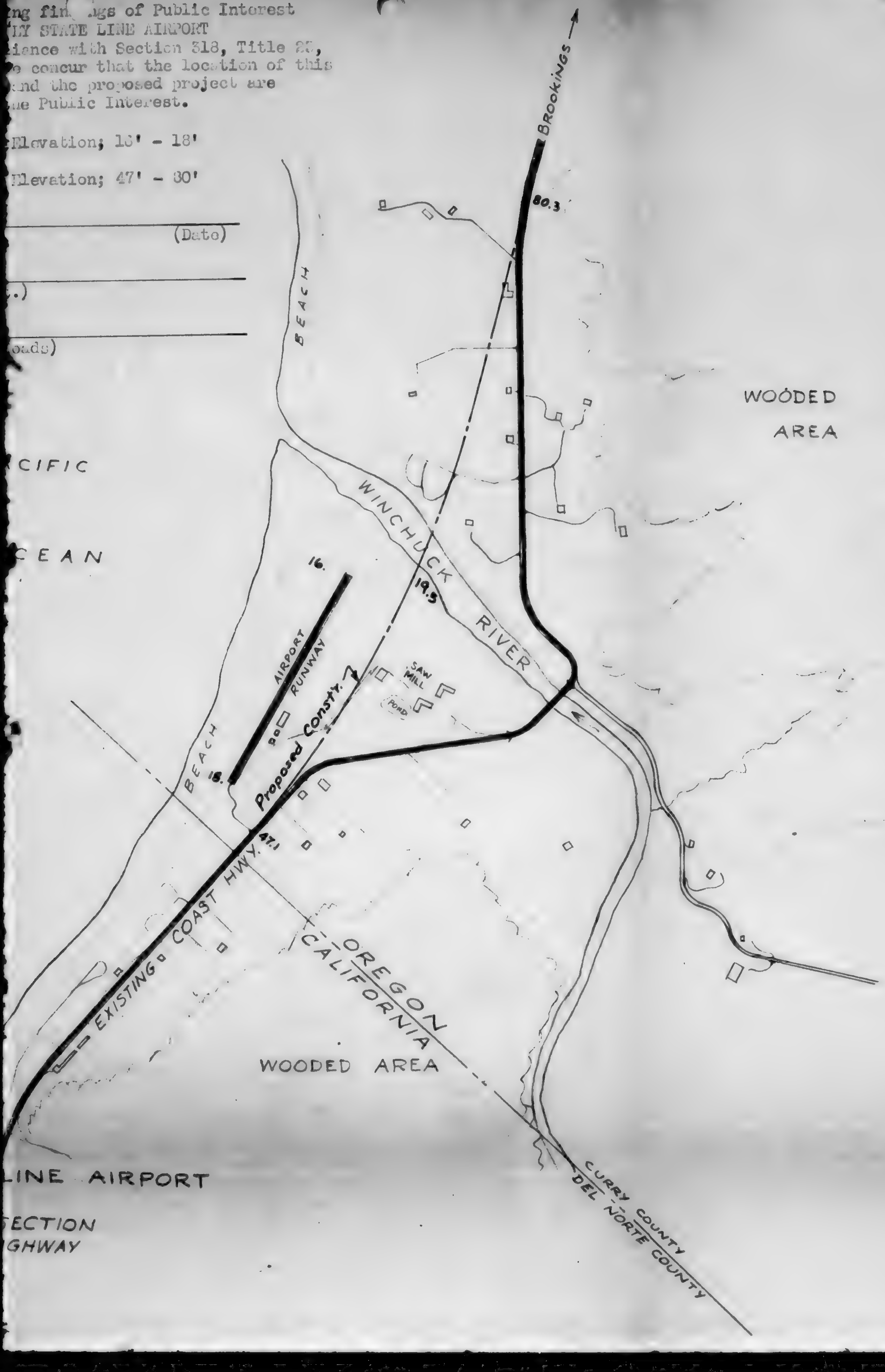
Elevation; 16' - 18'

Elevation; 47' - 30'

(Date)

.)

oads)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WOODED AREA
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WINCHUCK RIVER
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Proposed Constr.
SAW MILL
POND
BEACH
18.
47.1
EXISTING COAST HWY.
OREGON
CALIFORNIA
WOODED AREA
CURRY COUNTY
DEL NORTE COUNTY

LINE AIRPORT

SECTION
GHWAY

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APR 3 1964
FOR FILING

March 20, 1964

3C-2
3-12-64

Curry County Court
Courthouse
Gold Beach, Oregon

Gentlemen:

The State Highway Commission at its meeting on March 12, 1964, adopted a survey concerning improvement on the Winchuck River Section of the Oregon Coast Highway. For your information, we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopted "Survey Resolution No. 279."

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment

jf

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FEB 21 1964
FOR FILING

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[illegible]

9

February 20, 1964

Oregon State Highway Commission

Survey Read
#1 279

Gentlemen:

The Department has made a relocation survey of the Winchuck River Section of the Oregon Coast Highway in Curry County. This is in a rural area and no public hearing is necessary.

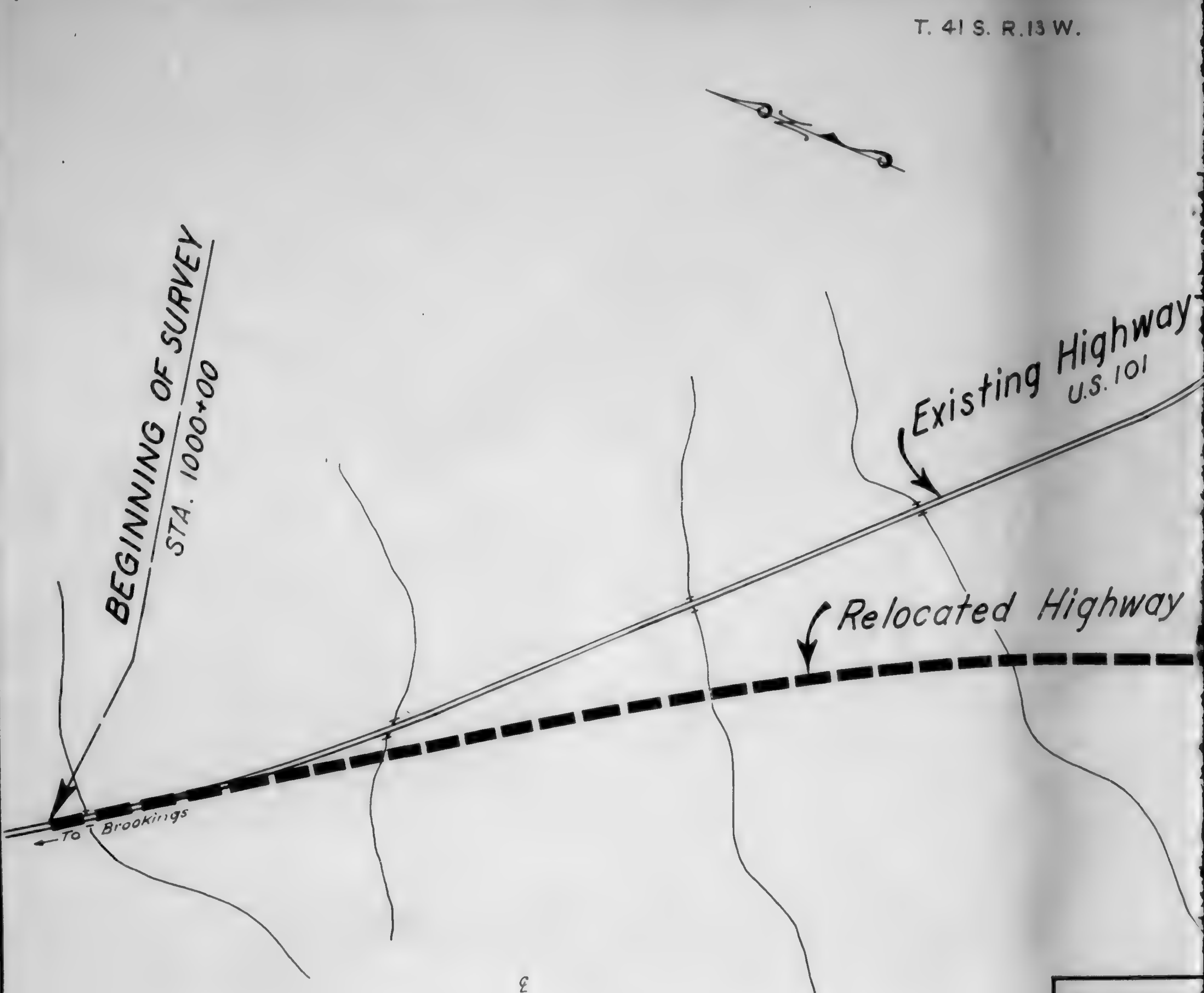
While no monies have been allocated for this construction, the existing bridge is in poor condition, and, before too many years, will have to be replaced. Also, the area is subject to considerable development and the right-of-way should be acquired in the immediate future so that improvements will not be disturbed. Recognizing that commitments for construction will have to await future program action, I do recommend that right-of-way acquisition be undertaken at this time. While no appraisal has been made of the cost, the right-of-way has been estimated at $100,000. The length of the section is 1.24 miles and a map is attached which delineates the relocation.

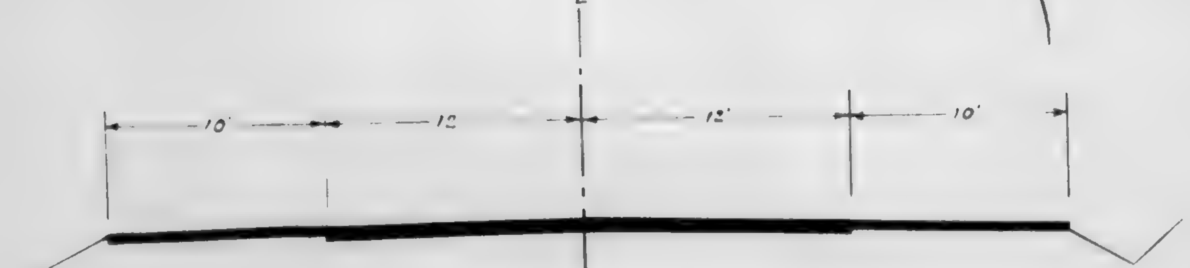
It is requested that you approve the survey and authorize the purchase of the necessary right-of-way at the March 12 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Encl.
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
C. H. Maison
W. T. Wright
RLP:ms FC:fn


T. 41 S. R. 13 W.
BEGINNING OF SURVEY
STA. 1000+00
Existing Highway
U.S. 101
Relocated Highway
← To Brookings



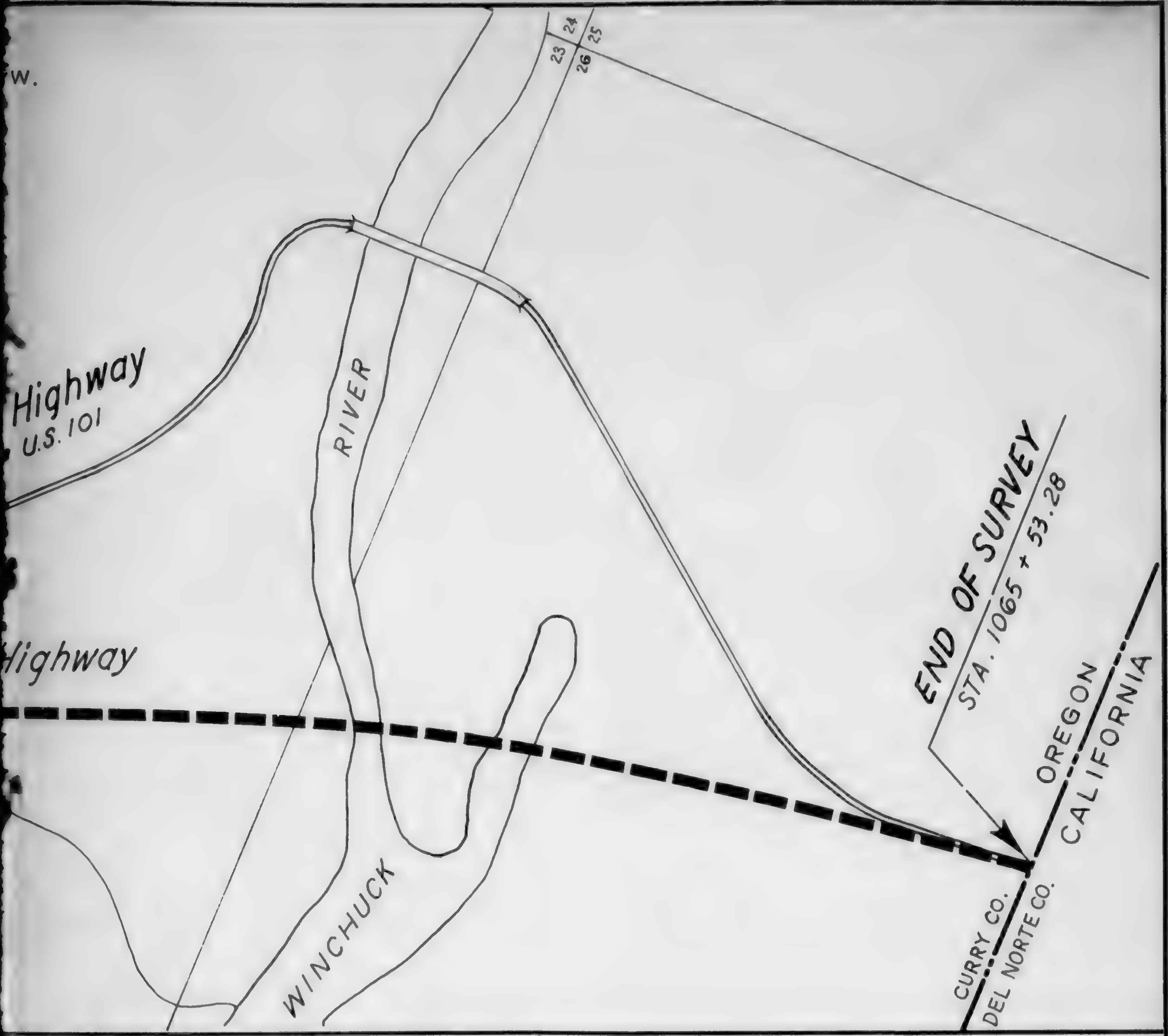
TYPICAL SECTION

PUBLIC HEARING
SYSTEM ACTION
COUNTY
STATE HIG
BUREAU
THROUGHWAY RESO
ACCESS CONTROL

APPROVED: F

1.24 Mi.

DRG. NO. 1R-4-29


W.
23
24
25
26
Highway
U.S. 101
RIVER
Highway
WINCHUCK
END OF SURVEY
STA. 1065 + 53.28
OREGON
CALIFORNIA
CURRY CO.
DEL NORTE CO.

PUBLIC HEARING	*None Required*
SYSTEM ACTION	
COUNTY	*None Required*
STATE HIGHWAY COMMISSION	*None Required*
BUREAU OF PUBLIC ROADS	*None Required*
THROUGHWAY RESOLUTION ADOPTED	*None Required*
ACCESS CONTROL	*Limited*

APPROVED: FEB 18 1964 , 19

DEPUTY STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

SURVEY APPROVAL MAP

WINCHUCK RIVER SEC.
OREGON COAST HIGHWAY
CURRY COUNTY

SCALE: 1" = 400'

DATE: February 1964

FOR DETAILS SEE DRG. NO.

8B-24-8 Dec., 1961

RECEIVED
FEB 20 1964

FOR FILING

Salem, Oregon
February 19, 1964

Winchuck River Section
Oregon Coast Highway

Mr. Forrest Cooper
State Highway Engineer

OFFICE

The estimated costs on the Winchuck River Section, Oregon Coast Highway, Curry County, are:

Construction	$500,000
Right-of-Way	$100,000

R. L. Porter
Deputy State Highway Engineer

RLP:ms

RECEIVED
AUG 2 8 1963

BROOKINGS-HARBOR CHAMBER OF COMMERCE
BROOKINGS, OREGON

~~FOR FILING~~

COPY

August 15, 1963

Glenn L. Jackson, Chairman
Oregon State Highway Commission
1396. 117 Greenway Circle
Medford, Oregon

Dear Mr. Jackson,

We request your consideration and urge your support of the relocation of the Winchuck River Bridge located approximately one half mile into Oregon from the California border on Highway 101. We submit the following facts for your consideration:

1. Safety? This bridge was built so long ago that heavy deterioration is evident. Load limits when it was built were considerably less than 76,000 # gross vehicle weight now allowed on Oregon Class 1 highways. This bridge during the work week averages a log, lumber, or commercial hauler crossing every 6 minutes. Due to sharp curve approaches on each end of the bridge it is particularly dangerous during the winter months when frosting occurs. The highway on either side of the bridge is 50 to 60-mile-an-hour highway and motorists are in trouble before they have slowed to safe speed limits.

2. Appearance. Oregon spends many thousands of advertising dollars attracting visitors. Highway 101 is the second most frequently used entrance to Oregon in the south end of the State and a traveler from the South leaves 30 miles of 2-lane expressway highway in California and enters Oregon on a highway that today does not meet county road bed requirements.

3. Financing? We are aware this bridge relocation has been on Oregon Highway Department drawing boards in the past. They have received many letters from the Chamber of Commerce and others and they know the safety hazard the bridge represents. The Highway Interim Committee indicated favorable consideration a couple of years ago to this proposal and it was admitted at one of their hearings by members of the Highway Department that the cost of the bridge was not prohibitive. Unofficial comment since indicated funds to upgrade Highway 42 depleted the Department's discretionary building fund. We would submit to you for consideration the fact

[illegible] - Info

that recently the Highway Department sold timber in Curry County worth approximately $500,000 and in a most liberal interpretation could be considered a windfall source of funds which could well be spent in Curry County for this much needed improvement.

As you well know, traffic on Highway 101 is going to continue to increase, for it offers motorists one of the most scenic routes on the Pacific Coast. It is a snow-free route in winter and as such will offer a safer route to travel. There have been numerous minor accidents to date which fortunately have not resulted in a fatality. We would hate to have a fatality be the final factor necessary to accelerate a building program which the Highway Department already recognizes as needed.

There have been and continue to be tremendous pressures building up in Southern Curry County for this bridge to be built. It is a source of embarrassment having to explain why our gateway entrance is so antiquated compared with the modern highways just across the California border.

We request your support and assistance to bring this much-needed road improvement to one of your district's gateways to Oregon. If possible we would like to know the commitment date to begin construction.

Sincerely yours,

Ray Nidiffer, President
Brookings-Harbor Chamber of Commerce

cc ✓ Forrest Cooper, State Highway Engineer
Frank D. Morgan
Lloyd E. Chandler

COPY

[illegible]

February [illegible], 19[illegible]

[illegible], President
[illegible] Chamber of Commerce
[illegible], Oregon

Dear Mr. [illegible]:

[illegible]

[illegible]

Very truly yours,

[illegible]
State Highway Engineer

By

R. L. [illegible]
Deputy State Highway Engineer

[illegible]
cc Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. Victor D. Wolfe

Brookings-Harbor Chamber of Commerce

BROOKINGS, OREGON

Oregon's Home of Winter Flowers

February 20, 1963

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper,

We were pleased to note recently that the railing on the Thomas Creek bridge has been made higher. It is certainly a beautiful bridge.

Last year we requested the State Highway Department to erect a sign at each bridge approach noting that it is the highest bridge in Oregon, etc. We were told that as soon as the high railing was completed this would be done. Now that it is accomplished we hope that the signs will be in evidence soon.

We would like to know whether any money has been budgeted or any plans made for the immediate construction of a new Winchuck River bridge. Sometime ago we were given to understand that the money was in the budget and that we could look forward to a new bridge within a short time. If so, were these funds diverted for some other purpose? May we again call your attention to this dangerous bottleneck in an otherwise "fast" highway? The bridge is narrow and very poorly situated with the highway turning at both ends.

NOTED
R.L. PORTER

The Oregon State Highway Department is doing a splendid job. We are proud of this fine organization and realize that there are many requests from all part of the State, however we strongly feel that the Winchuck bridge cannot be replaced soon enough for the safety of those traveling Highway 101.

Porter

Very truly yours,

Ray Nidiffer

Ray Nidiffer, President

RECEIVED
FEB 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

Temperature Today Is: 58° and sunny

RECEIVED
DEC 29 1961
FOR FILING

[illegible]

[illegible]

Salem, Oregon
December 27, 1961

Assignment No. 1286 PMS
Winchuck River Bridge
Oregon Coast Highway

Mr. I. A. DeFrance
Maintenance and
Equipment Engineer

1286

I have examined the file concerning the Winchuck River Bridge. It will not be possible to place this bridge on a construction program in the early foreseeable future. You are therefore instructed to proceed with maintenance on this bridge to the end that it is safe at all times.

Mr. Krueger shall proceed with the repair to sills and decayed posts and bracing. He shall also continue to spot-repair the deck and replace stringers as necessary to keep the structure safe.

We do not at this time wish to proceed with a complete re-decking of the structure.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc P. M. Stephenson
G. S. Paxson
L. R. Chandler

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1961

SUBJECT: Assignment No. 1286 PMS
Winchuck River Bridge
Oregon Coast Hwy. #9
M. P. 362.79

To: Tom Edwards
Assistant State Highway Engineer

BUILDING

I am enclosing herewith, reply to Mr. Stephenson's Assignment number 1286, regarding a complaint by Mr. M. L. DeMartin of Harbor, Oregon, regarding the condition of the sub-structure on the Winchuck River Bridge.

Mr. Hughlett's inspection reveals the fact that this structure is rapidly approaching the point where it will require approximately $75,000 worth of repairs, or a new bridge should be constructed which would enable us to abandon this structure.

I concur in Mr. Hughlett's recommendations that the new structure be placed on the construction program as soon as possible, in order to relieve us of continuing to maintain the present bridge.

E F Chidsey
E. F. Chidsey
Assistant Maintenance Engineer

EFC:mo

encl.

RECEIVED
[illegible]
STATE HIGHWAY ENGINEER

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 18, 1961

SUBJECT: Assignment No. 1286 PMS
Winchuck River Bridge
Oregon Coast Hwy. #9
M. P. 362.79

To: Mr. I. A. DeFrance
Maintenance Engineer

BUILDING

Reference is made to Mr. P. M. Stephenson's letter of December 5th, 1961, regarding complaint of Mr. M. L. DeMartin of Harbor, Oregon, concerning the condition of the sub-structure on the Winchuck River Bridge.

Mr. Krueger and I made a thorough inspection of this structure on December 12th, and found considerable decay throughout, but the decay is not of sufficient nature to cause a failure in any part of the structure. Additional work is scheduled by Mr. Krueger to repair several sills and to corbel out the bottom of the decayed posts and bracing, which will place the substructure in fair condition. There is a heavy decay through the stringers and deck, which only could be repaired by replacing the stringers and decking on the entire structure.

This year, we have spent $7,400.00 repairing the deck, stringers, and railing on the south trestle spans where the stringers and decking were crushing. The condition of the stringers and decking on the entire structure is more serious than the decay found on the bents of the sub-structure.

I recommend that this structure be placed on the Construction program for replacement, or we will be required to Budget this structure for replacing the approach bents and re-decking for 1963. Estimated cost for re-decking 480 lineal feet of structure and replacing the approach bents would be approximately $75,000 to maintain the present structure.

H. W. Hughlett
H. W. Hughlett
State Bridge Superintendent

HWH:mo
encl - Timber boring Inspection Reports
cc: L. R. Chandler
W. G. Krueger

NOTED
I. A. DEFRANCE

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

362.79 ~~[illegible]~~

Sheet of

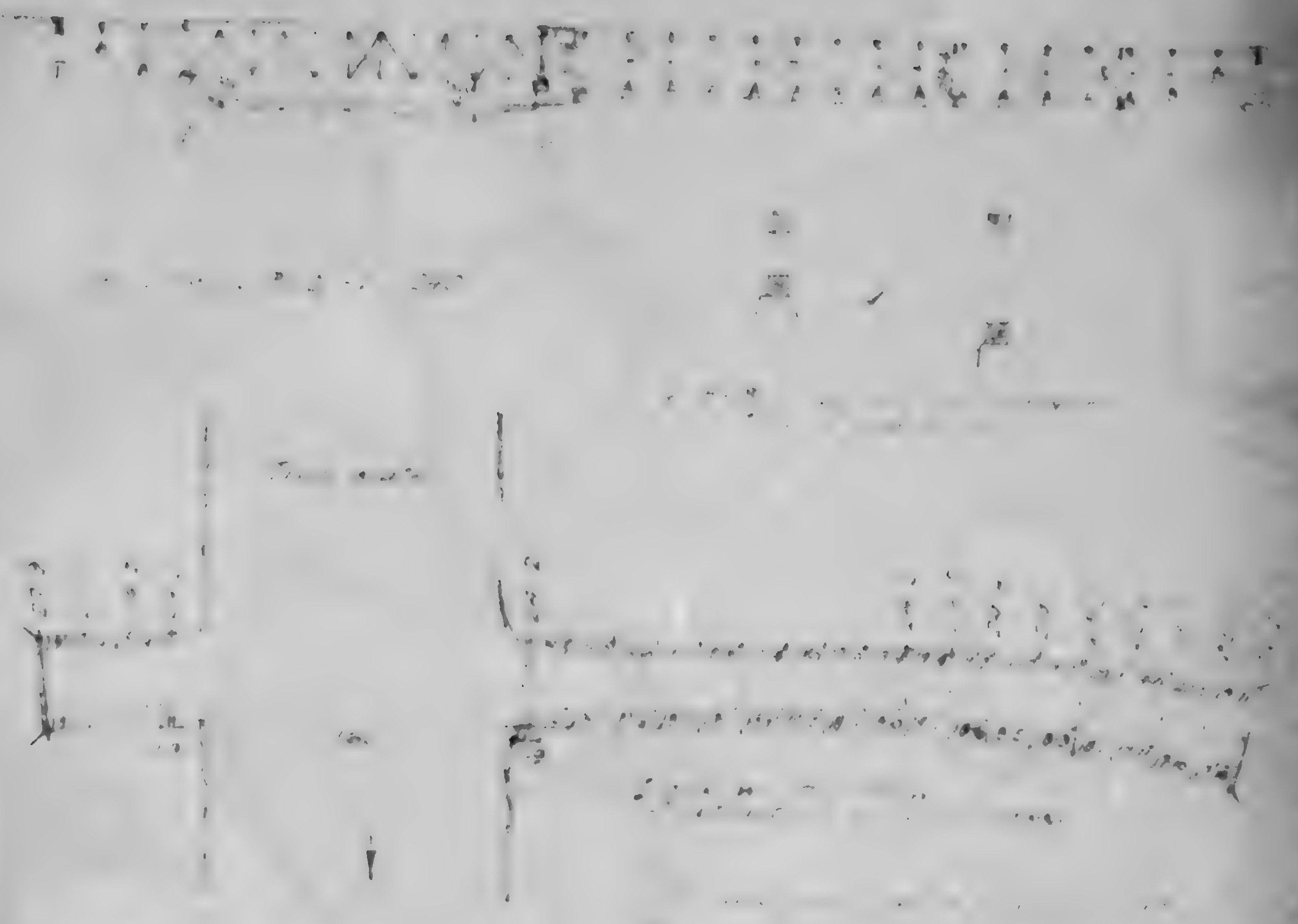
Bridge over [illegible]

Road and sec. No. [illegible] County Curry

Inspected by [illegible]

Date [illegible]

Bridge No. [illegible]



#7400 Spent 1961 Repairing decayed deck stringers and handrail

Form B-147—[illegible]—Revised [illegible]

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

Sheet 1 of 6   3-B

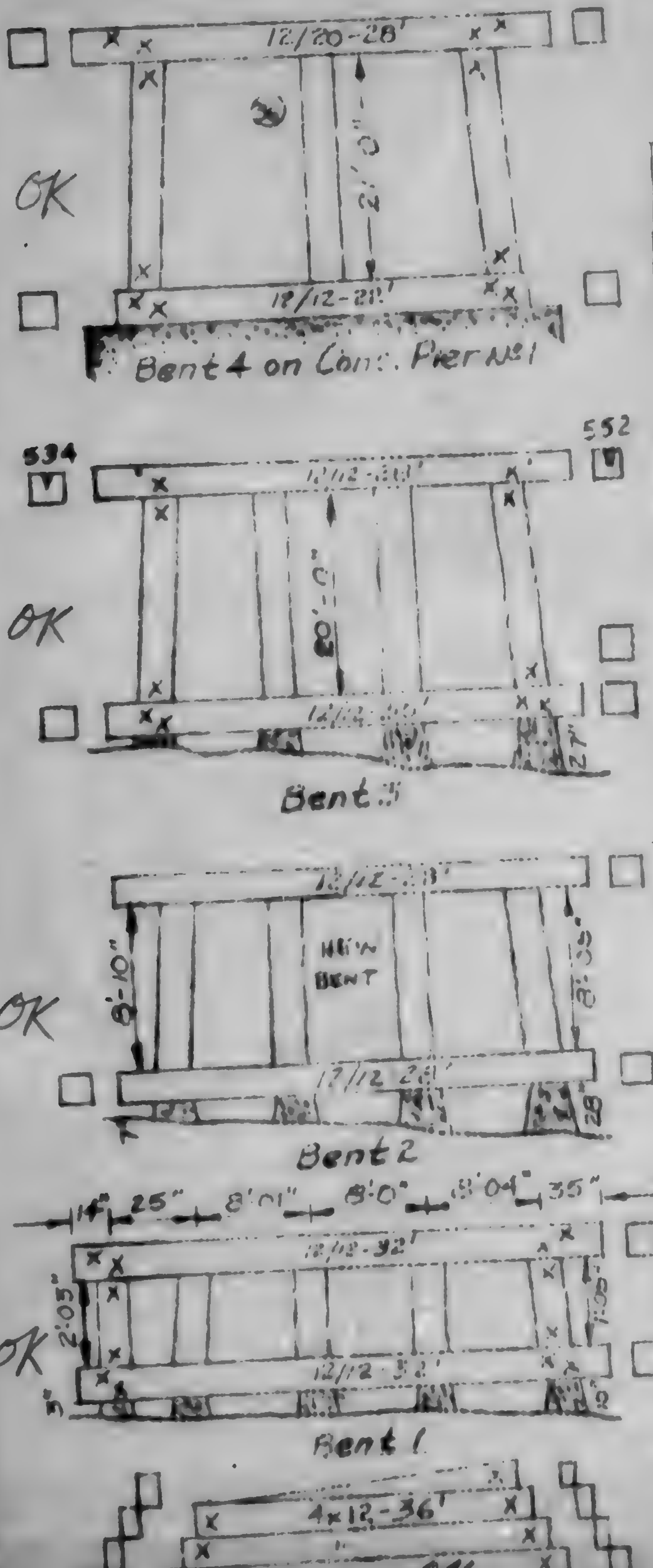
Bridge No. 1029

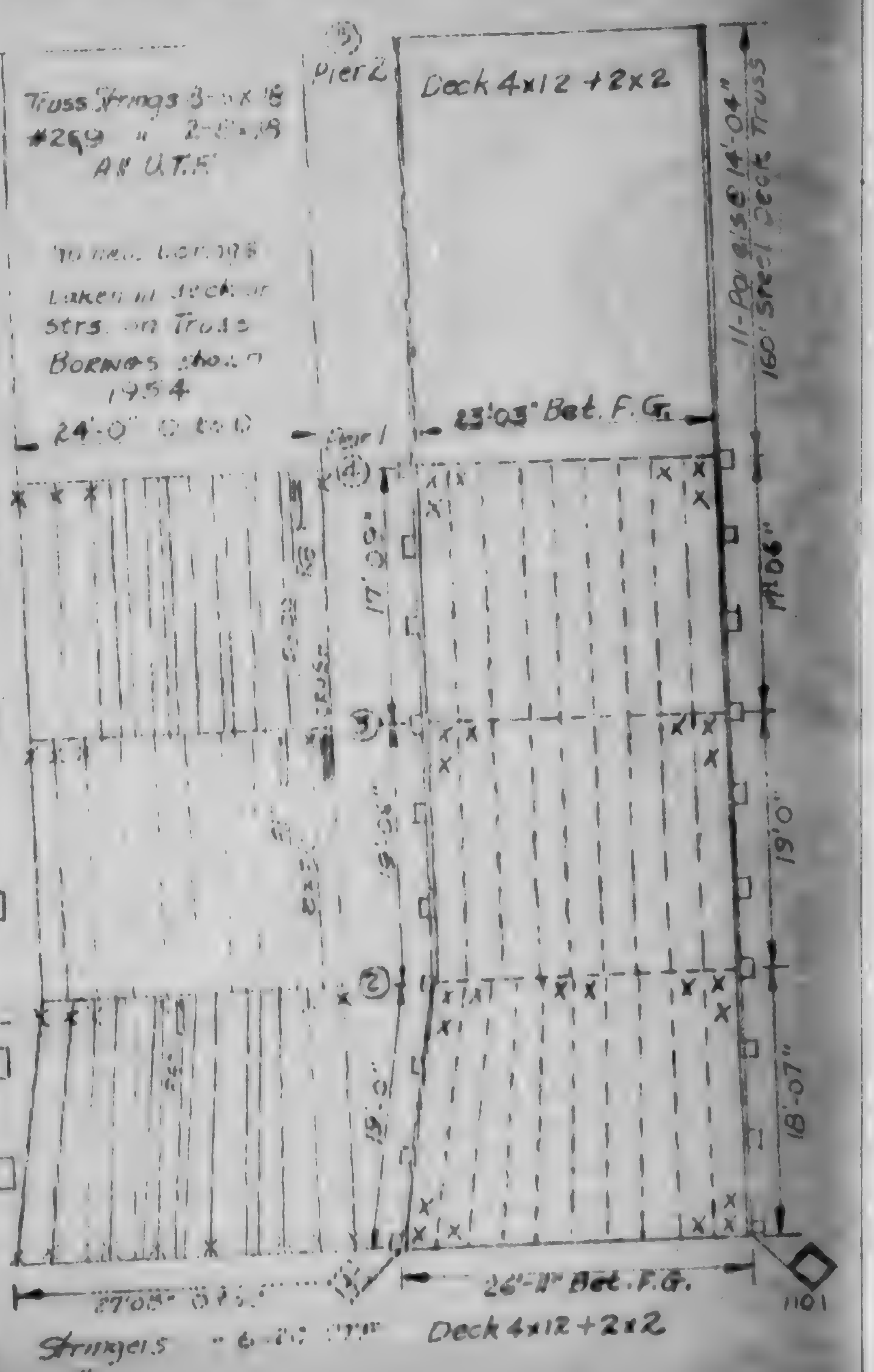
Bridge over WINCHUCK RIVER on OREGON COAST Highway No. 9-362.79

in CURRY County. Inspected 10-21-58 by BANGERT Location No. ~~393~~ 61

H.R 2-3x8, Posts 6x8, F.G. 6x8, Strs 8-6x20

E 2-8x20, Deck to Strm. Bed 40'


12/20-28'
OK
21'0"
12/12-28'
Bent 4 on Conc. Pier No 1
534
552
12/12-28'
OK
20'0"
12/12-28'
27"
Bent 3
12/12-28'
NEW BENT
OK
8'10"
8'08"
12/12-28'
28
Bent 2
14" 25" 8'01" 8'0" 8'04" 35"
12/12-32'
OK
2'05"
12/12-32'
Bent 1
4x12-36'
OK
B.H. 1


Truss Strings 3-8x18
#269 " 2-8x18
All U.T.F.
[illegible]
Taken in deck or
strs. on Truss
Borings shown
1954
24'0" [illegible]
Pier 2
Deck 4x12 +2x2
11-Panels @ 14'04"
160' Steel Deck Truss
23'05" Bet. F.G.
Pier 1
17'06"
18'06"
19'0"
19'0"
18'07"
27'08" [illegible]
26'11" Bet. F.G.
Deck 4x12+2x2
Stringers [illegible]
1101

Form [illegible]—Revised—[illegible]

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

Sheet 2 of 5

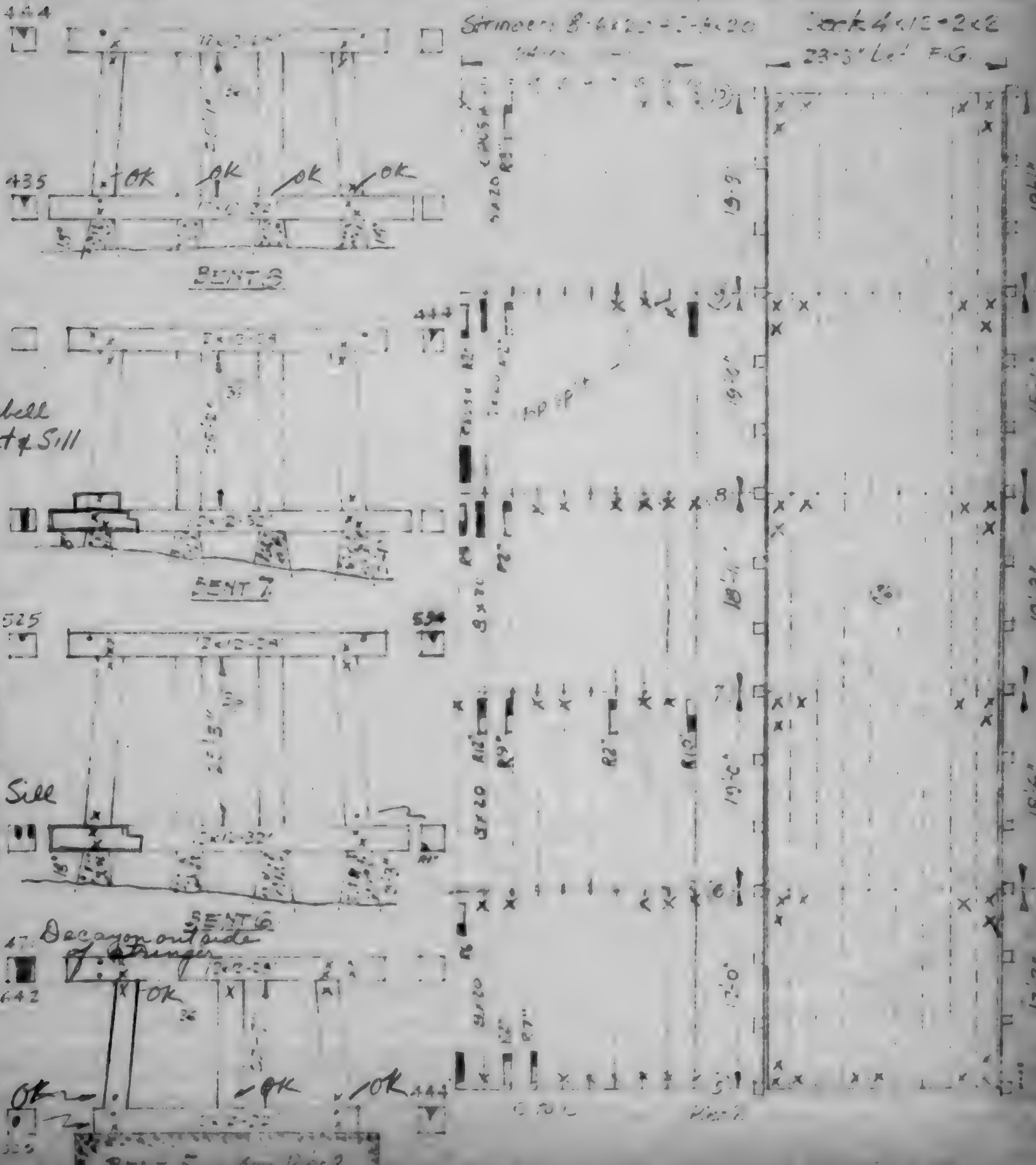
Bridge No. 1099

Bridge over Winchuck River on Oregon Coast

Highway No. 9-362.79

in Curry County. Inspected [illegible] by [illegible]

Location No. ~~[illegible]~~


Stringers 8-6x20+2-4x20
Deck 4x12+2x2
23-3" Ld. F.G.
444
435
OK
OK
OK
OK
BENT 8
444
Corbell
Post & Sill
BENT 7
525
534
19'-9"
19'-2"
18'-4"
19'-2"
17'-0"
19'-4"
19'-9"
19'-6"
17'-2"
Sill
All Posts 12x12
BENT 6
Decay on outside of stringer
642
OK
OK
OK
OK
444
BENT 5 on Con. Pier 2

All Bents are P.O. Cedar

[illegible]

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

Sheet 2 of 6 3-B

Bridge No. 1029

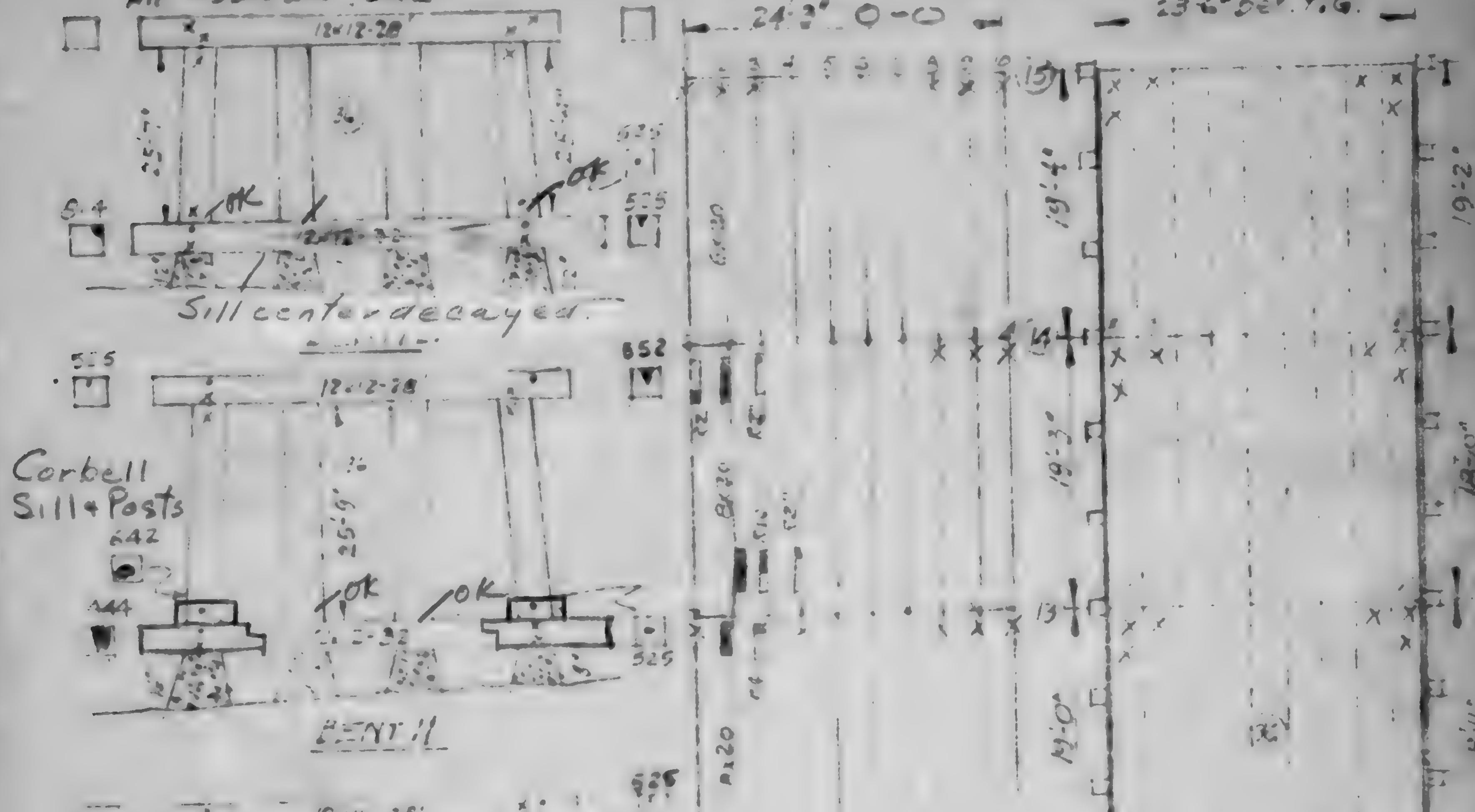
Bridge over Winchuck River on Oregon Coast Highway No. 2-362.79

in Curry County. Inspected 10-21-58 by Bungart Location No. ~~[illegible]~~

All Bents are P.O. Cedar
All Posts are 12x12

U.T.P. Stringers 8-6x20 + 2-8x20

Deck 4x12 + 2x2


12x12-28
24'3" O-O
23'6" bet. F.G.
ok
12x12-28
Sill center decayed
12x12-28
Corbell
Sill + Posts
ok
ok
BENT 11
Corbell
Sill 66 + Posts
ok
ok
BENT 10
Outside of Str
Corbell
Sill + Post
ok
ok
ok
BENT 9
15
14
13
12
11
10
19'4"
19'3"
19'0"
19'1"
19'1"
19'2"
18'10"
18'11"
19'3"
19'0"
6x20
8x20
8x20
8x20
8x20
8x20
24'0" C-O
23'3" bet. F.G.
Curve to F.G.

Form [illegible] Revised [illegible]

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

Sheet 4 of 5 [illegible]

Bridge No. [illegible]

Bridge over [illegible] River on Oregon Coast Highway No. 9-362.79

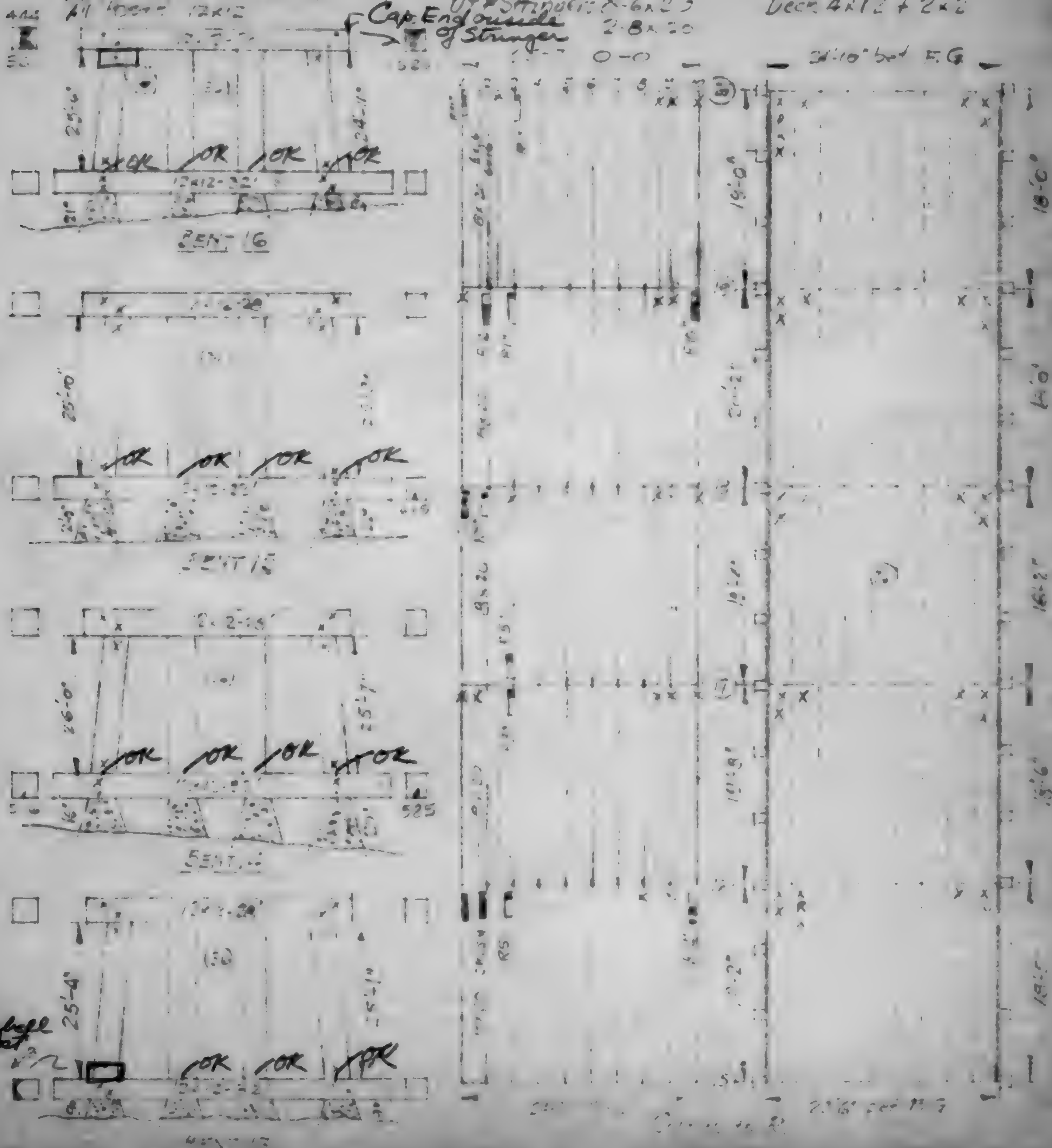
in Curry County. Inspected 10-21-58 by [illegible] Location No. [illegible]

All Bents are [illegible] Cedar
All Posts 12x12

Cap End outside of Stringer

Ut = Stringers 8-6x20
2-8x20

Deck 4x12 + 2x2



Bent 16
Bent 15
Bent 14
Bent 13
25'-6"
24'-11"
25'-0"
26'-0"
25'-7"
25'-4"
12x12-32'
12x12-28'
OK
OK
OK
OK
Collapsed Post
525
24'-10" bet. F.G.
23'-6" bet. F.G.
19'-0"
18'-6"
18'-0"
18'-2"
18'-6"
15'-6"
19'-9"
RS

Form B-10—[illegible]—Revised—[illegible]

Oregon State Highway Commission

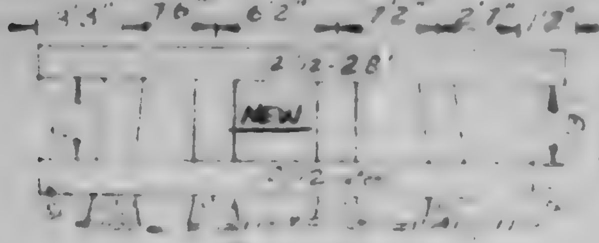
BRIDGE INVENTORY INSPECTION RECORD

Sheet 5 of 6

Bridge No. 1029

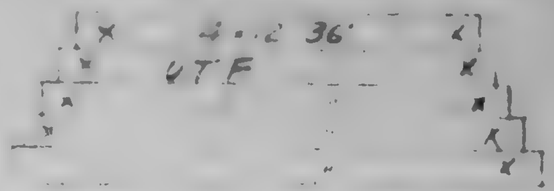
Bridge over Winchuck River on Roosevelt Highway No. 9 362.79

In Curry County. Inspected 10-21-58 by Bangert Location No. ~~[illegible]~~

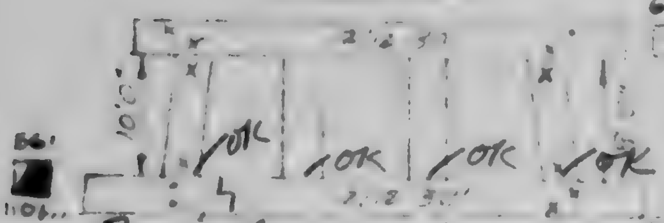

3'3"
7'6"
6'2"
7'2"
2'7"
1'2"
2'12-28'
NEW

Bent Replaced

Bent 22

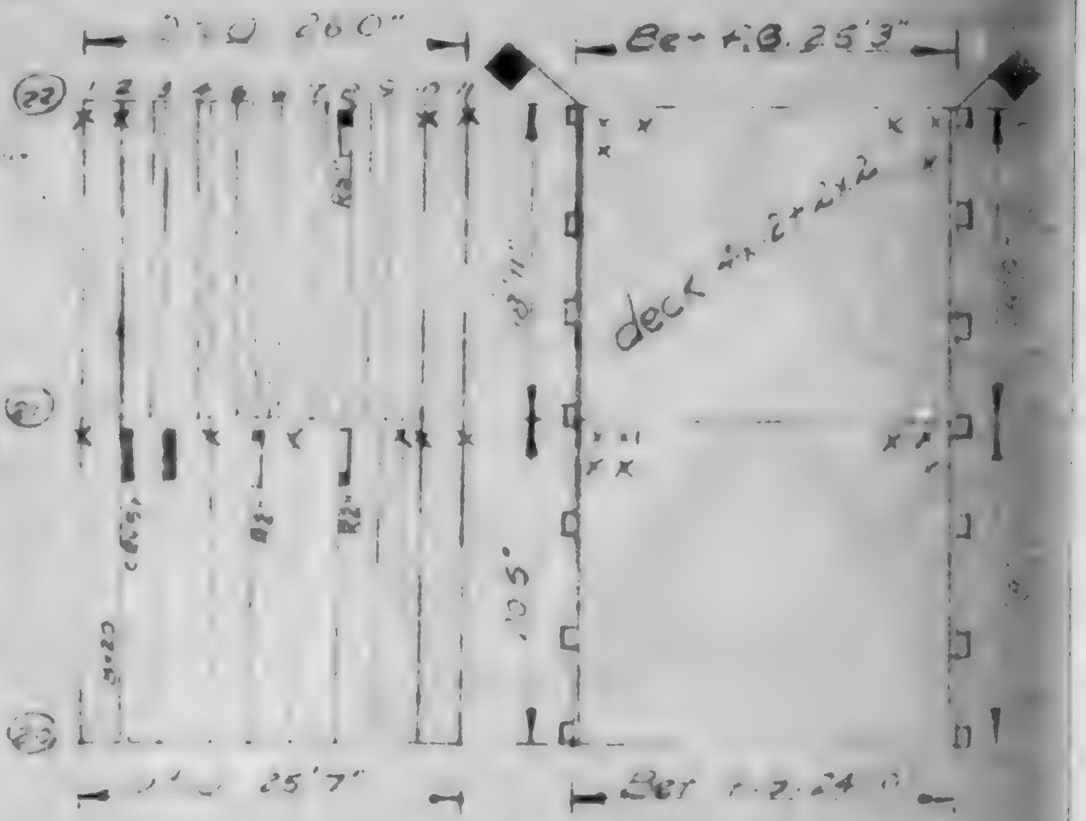


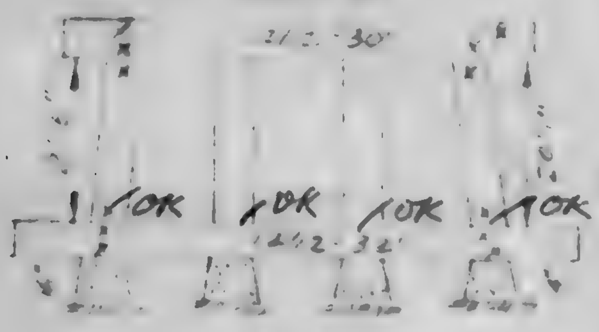
E.H. 2


6.42
10'6"
OK
OK
OK
OK
2'12-30'

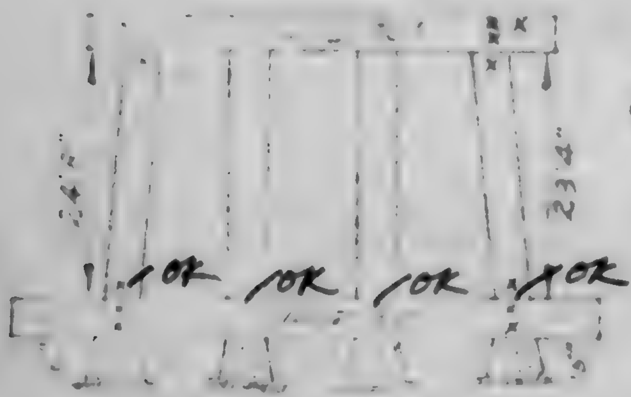
Repaired

Bent 21


26'0"
Bent 23 25'3"
1 2 3 4 5 6 7 8 9 10 11
22
21
20
deck 4x2+4x2
25'7"
Bent 24'0"


2'12-30'
OK
OK
OK
OK
12x12-32'

Bent 20


24'2"
23'4"
OK
OK
OK
OK

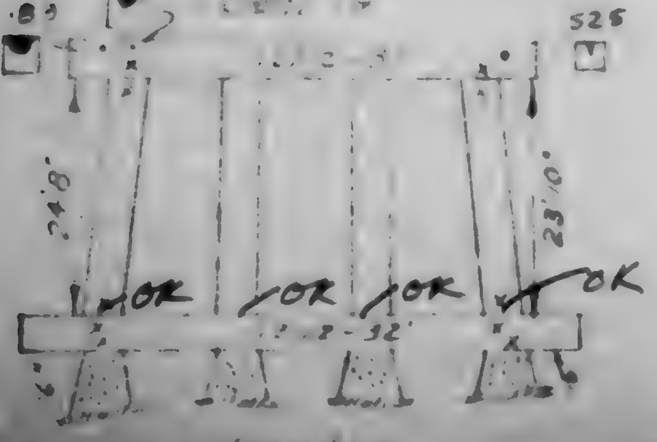
Bent 19

Curve to Rt.

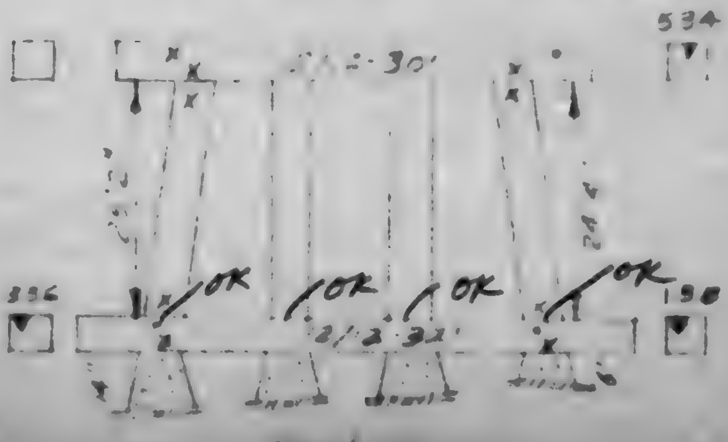
... post 12/12

All bents P.O.C.

1 to 3" [illegible] Brace.


.89
.83
525
24'8"
23'10"
OK
OK
OK
OK
12x12-32'

Bent 18


534
12x12-30'
OK
OK
OK
OK
536
.98
12x12-32'

Bent 17

Form E-1[illegible] [illegible]—Revised—[illegible]

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

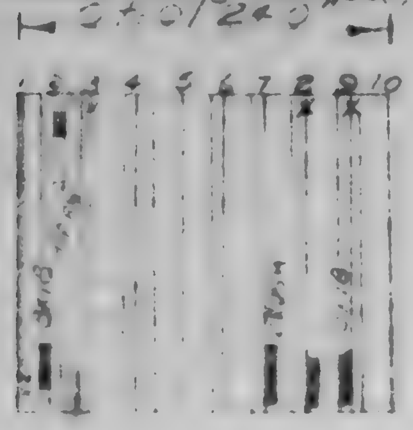
Sheet 6 of 6

Bridge No. 1020

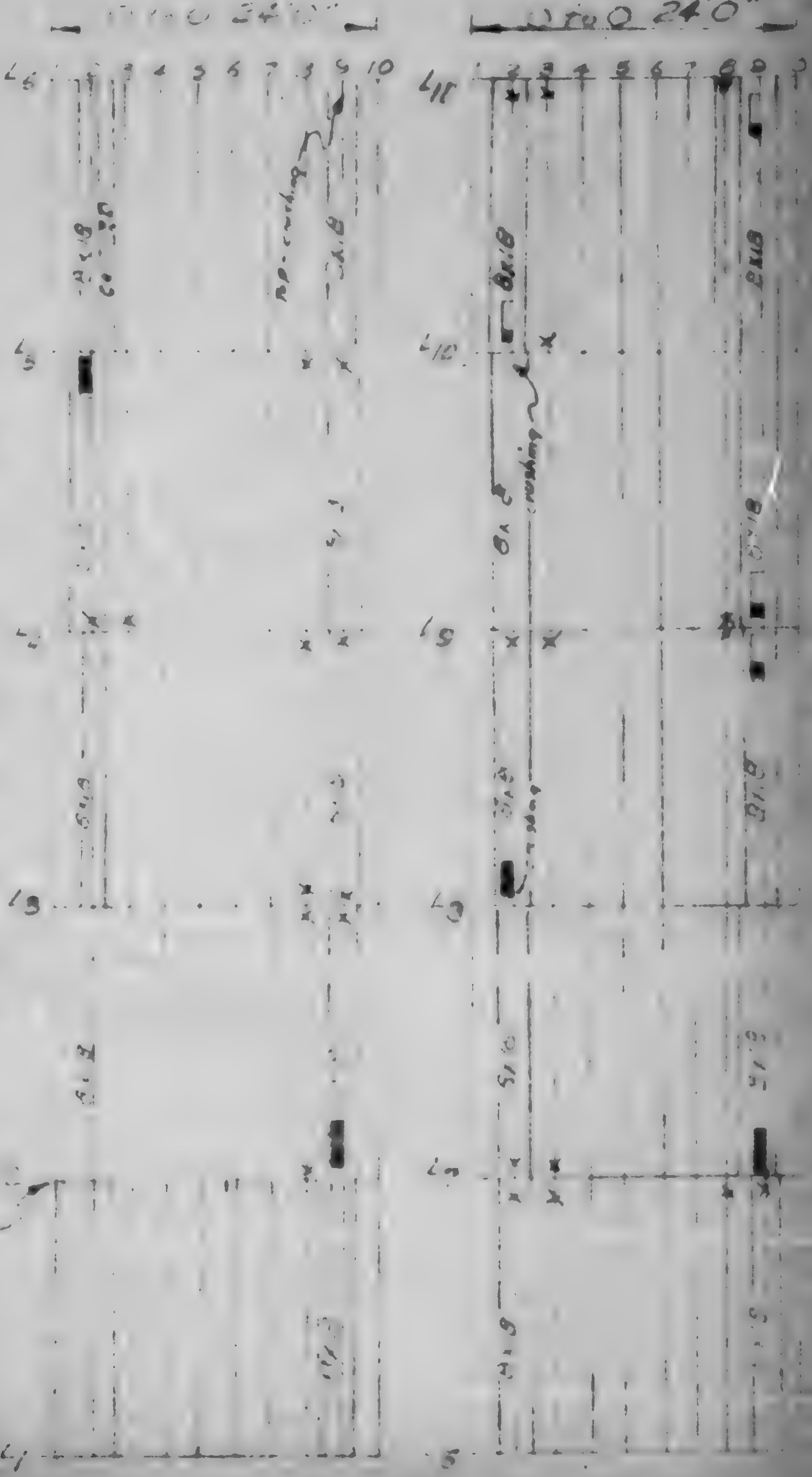
Bridge over [illegible] on [illegible] Highway No. [illegible]

in [illegible] County. Inspected 10-21-58 by [illegible] Location No. ~~362.51~~ 362.79

Aux Strg. Placed.



[illegible] 24'0
1 2 3 4 5 6 7 8 9 10
L7
L6



[illegible] 24'0"
[illegible] 24'0"
1 2 3 4 5 6 7 8 9 10
L6
L5
L4
L3
L2
L1
L11
L10
L9
L8
crushing
crushing
8x18
8x18

Strs. 8-6x18 & 2-8x18
[illegible] 6x16 [illegible]

[illegible] Steel Truss

11 panels @ 14'4" - 160'
Steel [illegible] Truss

[illegible] small [illegible]

[illegible] where [illegible]
has loosened, 4x12 [illegible]
added Strs on truss 6x16

BORINGS ON TRUSS 1954

cap sill

RECEIVED
5 1962
FORM E-30 50M 3-61 34397
FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

November 29, 1961

SUBJECT: Winchuck River Section
Oregon Coast Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

Reference is made to your recent inquiry on the status of the proposed Winchuck River construction project. The status as of this date is summarized:

1. The field work for the location survey is complete.

2. The preparation of the construction plans is under way.

3. No work has been done on the detail bridge plans.

4. The right of way descriptions have not been prepared.

The proposed project is 1.2 miles long. The total cost is estimated to be $569,000. The estimate for the 360-foot bridge alone is $217,000. The estimate of cost includes 1,500 cubic yards of loose riprap for slope protection.

It is estimated that the time necessary for completing the project is 170 work days. Since the location is removed from the present road, no detour will be required. There will be no delay to traffic except for connecting the end points of the project, and this will be very minor.

A sketch map, along with a traffic diagram covering the proposal, is enclosed.

Interim Comm

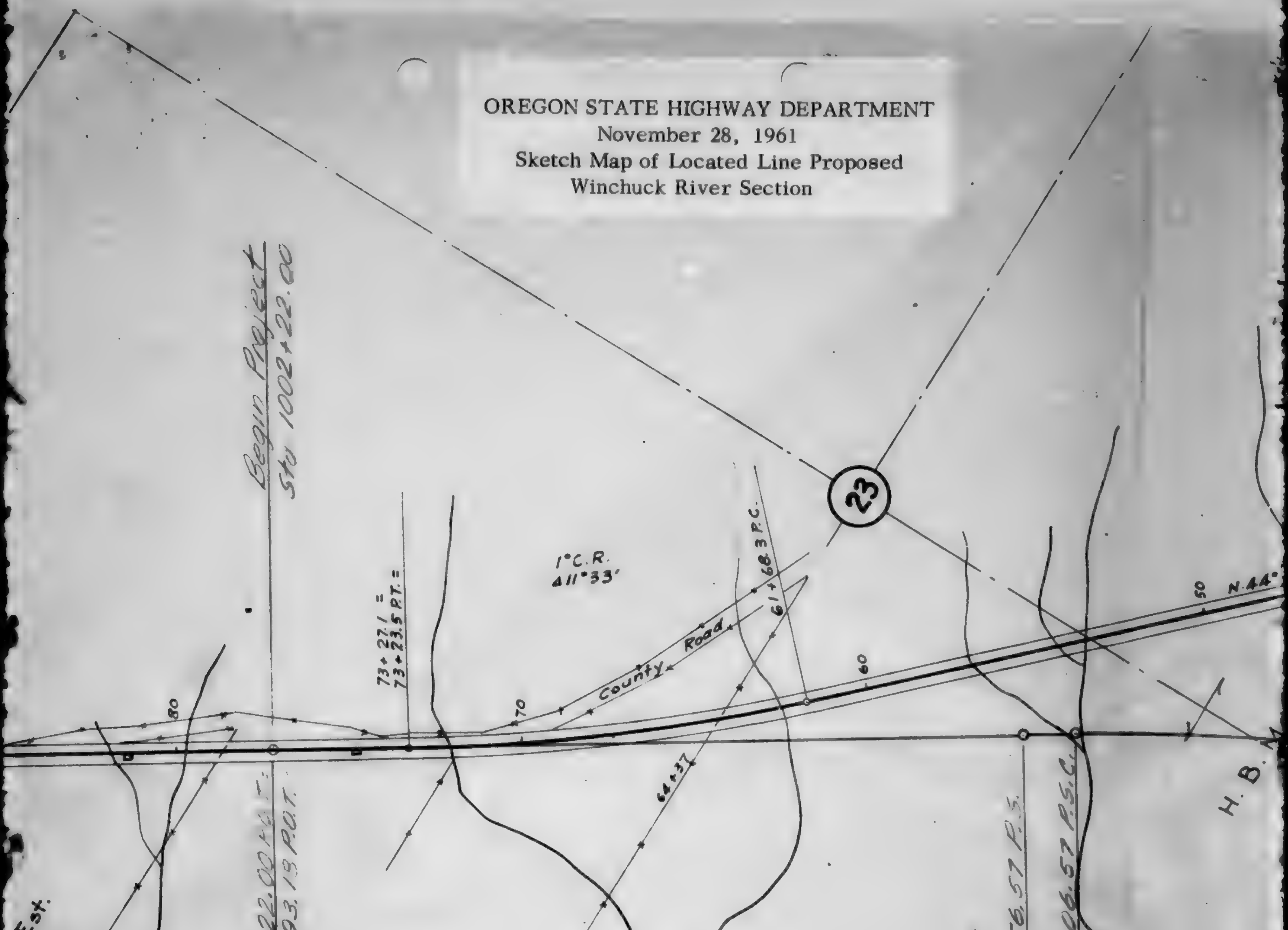
Tom Edwards
Construction Engineer

JAR:ep:jw

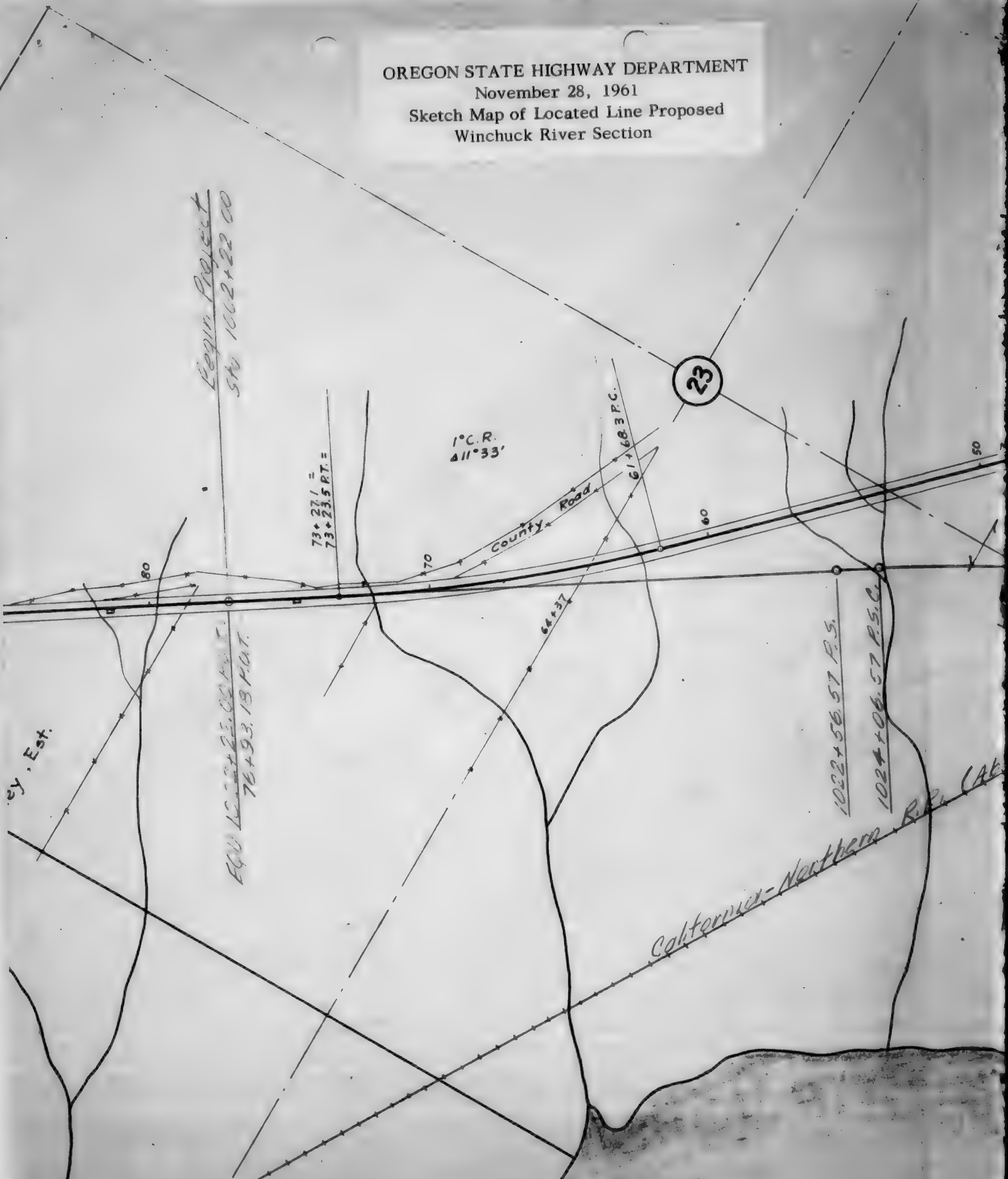
Encl.

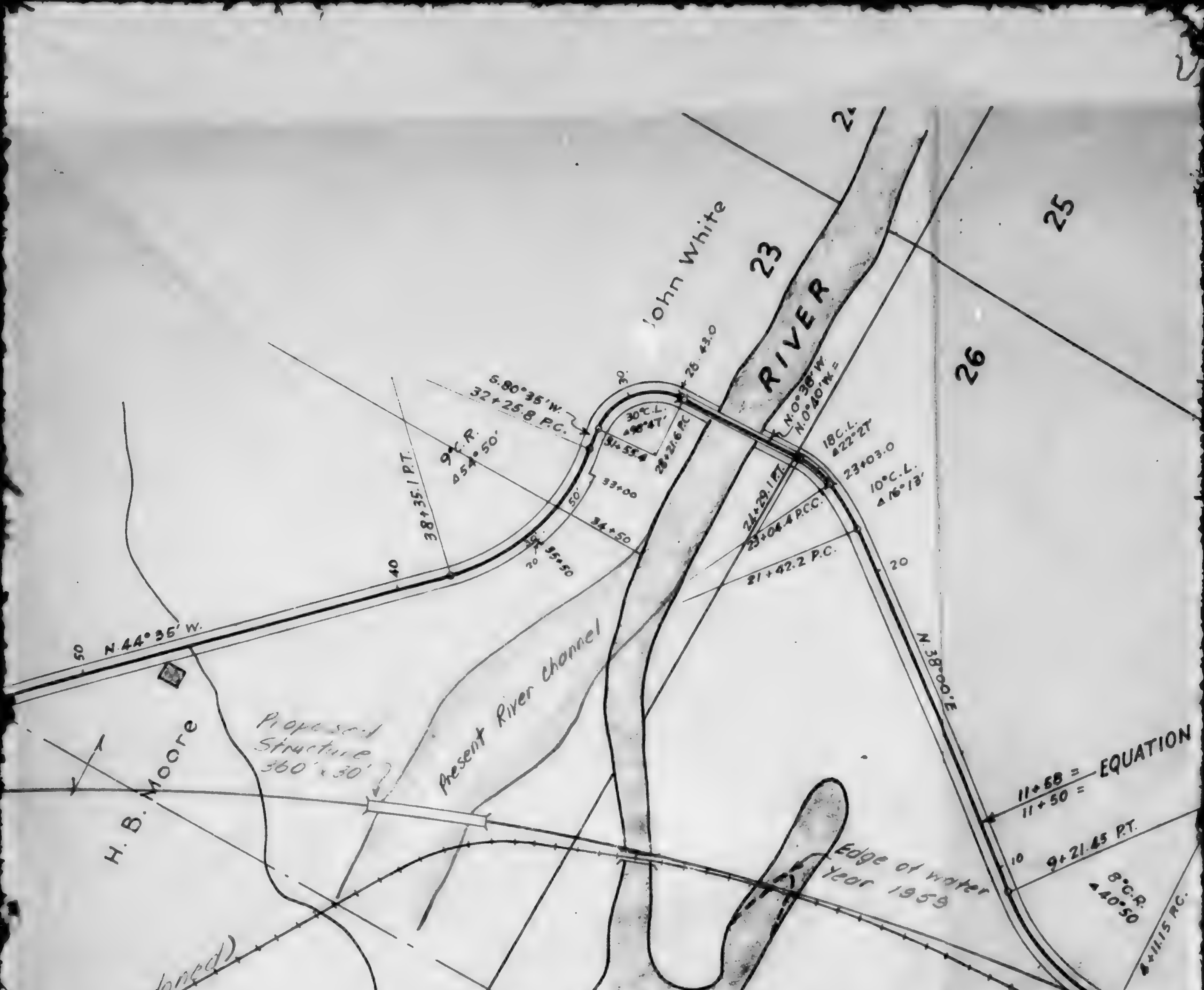
RECEIVED
NOV 30 1961
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
November 28, 1961
Sketch Map of Located Line Proposed
Winchuck River Section

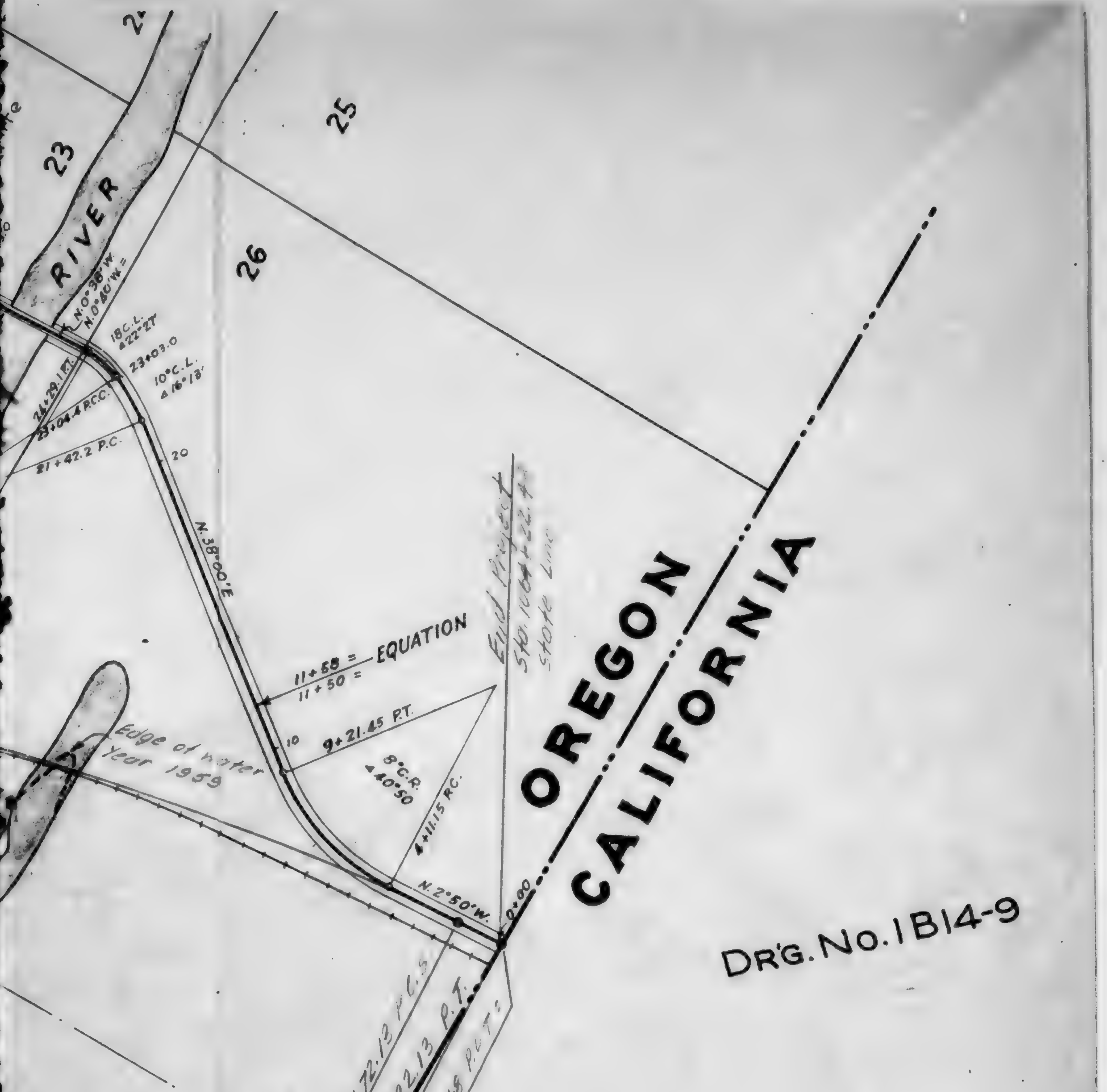

Begin Project
Sta 1002+22.00
23
1°C.R.
Δ11°33'
73+27.1 =
73+23.5 P.T. =
County Road
61+68.3 P.C.
80
70
60
50
N.44°
64+37
EQU 1002+22.00 P.O.T. =
76+93.19 P.O.T.
1022+56.57 P.S.
1024+06.57 P.S.C.
H. B.
. Est.
California-Northern R.R. (Abando

OREGON STATE HIGHWAY DEPARTMENT
November 28, 1961
Sketch Map of Located Line Proposed
Winchuck River Section


23
Begin Project
Sta 1002+22.00
1°C.R.
Δ11°33'
73+27.1 =
73+23.5 P.T. =
61+68.3 P.C.
County Road
80
70
60
50
64+37
EQU
76+93.18 P.O.T.
1022+56.57 P.S.
1024+06.57 P.S.C.
California-Northern R.R. (Ab
ey, Est.



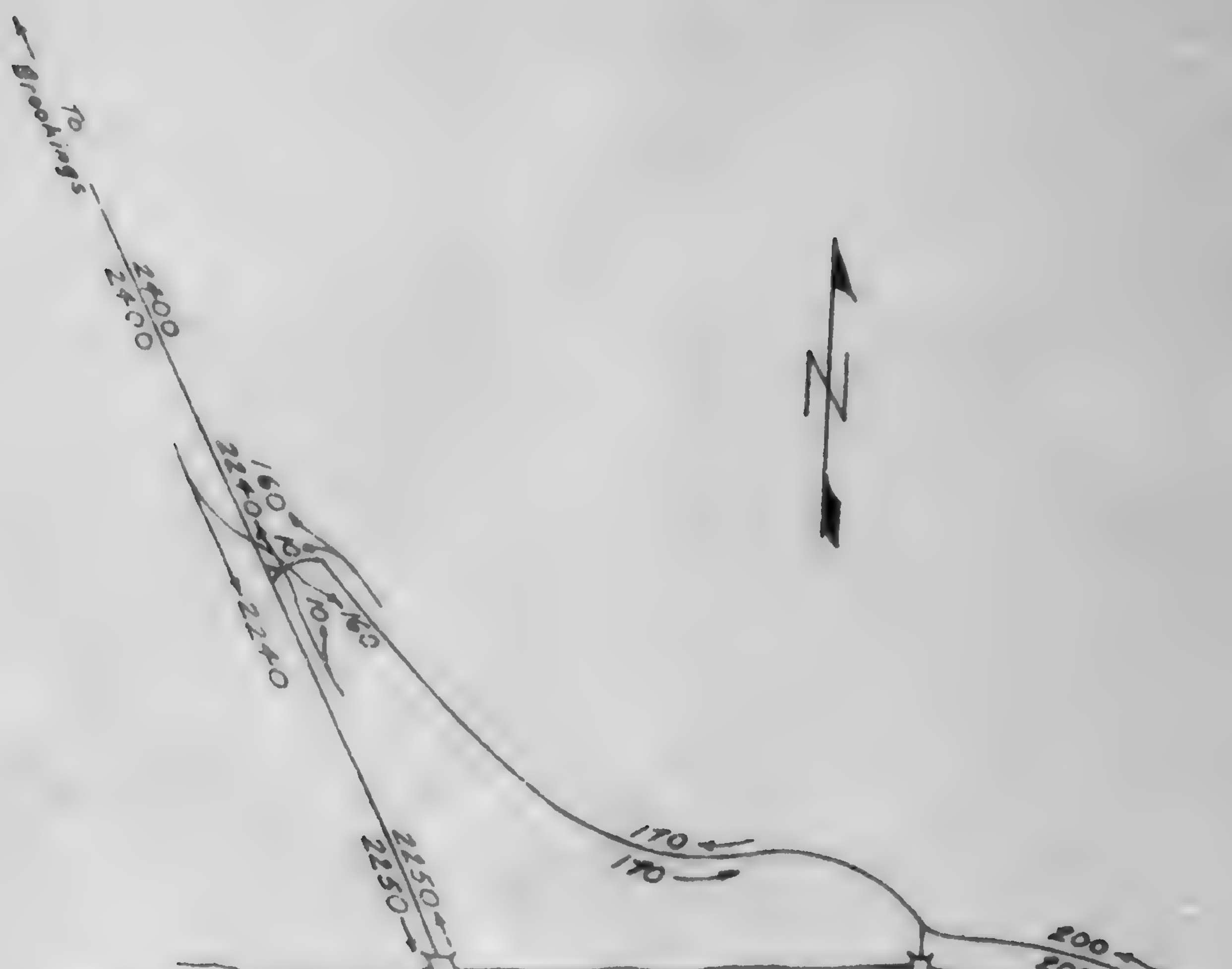
24
23
25
26
John White
RIVER
S.80°35'W.
32+25.8 P.C.
30
26+43.0
30°C.L.
28+21.6 P.C.
31+55.4
N.0°38'W.
N.0°40'W.=
18C.L.
Δ22°27'
23+03.0
10°C.L.
Δ16°13'
24+29.1 P.T.
23+04.4 P.C.C.
21+42.2 P.C.
20
9°C.R.
Δ54°50'
38+35.1 P.T.
33+00
34+50
35+50
50'
20
40
50
N.44°35'W.
N.38°00'E
H.B. Moore
Proposed Structure 360' x 30'
Present River channel
11+58 =
11+50 =
EQUATION
10
9+21.65 P.T.
8°C.R.
Δ40°50
4+11.15 P.C.
N.2°50
Edge of water Year 1959
R.R. (Abandoned)
WINCHUCK
1062+72.13 P.C.S.
1064+22.13 P.T.
EQU. 1064+22.48
0+01


23
24
25
26
RIVER
N.0°38'W.
N.0°40'W.=
18°C.L.
Δ22°27'
23+03.0
10°C.L.
Δ16°13'
24+29.1 P.T.
23+04.4 P.C.C.
21+42.2 P.C.
20
N.38°00'E.
11+58 =
11+50 =
EQUATION
End Project
Sta. 1064+22.4
State Line
10
9+21.45 P.T.
8°C.R.
Δ40°50
4+11.15 P.C.
N.2°50'W.
0+00
Edge of water
Year 1959
1062+72.13 P.C.S.
1064+22.13 P.T.
EQU. 1064+22.48 P.C.T.=
0+00
OREGON
CALIFORNIA

DR'G. No. 1B14-9

Oregon Coast Hwy. 9 (U.S. 101)
Winchuck River Section
1980 A.D.T. 4500

11-28-61


To Brookings
2400
2400
2240
160
70
70
160
2240
170
170
2250
2250
200
200
Winchuck
River
New Location
N
70
70
2240
70
60
2240
60
2300
2300
OREGON
CALIFORNIA

WINCHUCK BRIDGE

1. Has a new bridge across the Winchuck been considered by the Highway Commission?

    a. has a survey of the bridge site been completed?
        (1) what would the total cost be?
        (2) approximate time to complete - from start to finish
        (3) what has been the delay in starting construction?

2. Can construction of a new bridge across the Winchuck be carried out without hampering or slowing down traffic to any greater degree than that to which it is already hampered and slowed down by the existing bridge?

    a. if not, has this slow-down been a factor in the Highway Commission hesitancy to give this project the go-ahead?
    b. if a site away from the present bridge has been considered, what would the effect be on the flow of traffic on or about the bridge site?
    c. can construction be timed so as to avoid congestion during the tourist season?

3. Do you believe it is necessary for the legislature to take action in this area before the Highway Commission will commit themselves to construction of a bridge across the Winchuck?

ROAD CONSTRUCTION IN TILLAMOOK COUNTY AREA

1. Why, in the past ten years, hasn't the Highway Commission spent any appreciable funds on highway construction in Tillamook County?

2. After a considerable amount of work had been completed on relocating a section of Highway 101 above Otis Junction, why was this work stopped?

3. Has there been a survey by the Highway Commission on the possibility of relocating Highway 101 between Pacific City and Tillamook along the shore line?

    a. if so, what is the cost comparison between the two sites?
        (1) relocation of highway to shore line?
        (2) widen and straighten present highway system?

4. Do you believe it is necessary for the legislature to take action before the Highway Commission can be committed to completion of the Highway 101 system?

WINCHUCK BRIDGE

A new bridge across the Winchuck River has been considered by the department for sometime. A survey has been completed and a new bridge which will involve about 1.15 miles of new construction is estimated to cost $525,000 exclusive of right of way. It will take approximately 15 months to construct this project. Lack of funds is the only reason that this work has not as yet been undertaken.

This new location is downstream somewhat from the present bridge and the new work can be performed with only very minor interference to traffic.

TILLAMOOK COUNTY

During the past ten years highway work under control of the Commission and the federal Bureau of Public Roads has amounted to $6,500,000.

The section between Otis Junction and Neskowin is being constructed with forest highway money and has been continued as fast as funds became available. A contract is now under way which will complete all structures, place base rock on the whole project and produce paving aggregate for the complete project. It is contemplated that a paving job will be contracted in 1962.

OREGON STATE HIGHWAY DEPARTMENT

List of State Highway Construction Projects in Tillamook County for the Period 1952-1961 Inclusive

November 7, 1961

Project	Year	Right-of-Way Expenditures To 11-1-61	Construction Expenditures (*Estimated Amounts for Projects Not Complete)	Total
OREGON COAST HIGHWAY				
Nehalem River Bridge	1954	$ -	$ 73,000	$ 73,000
Garibaldi-Bay City	1961	62,000	892,000*	954,000
Bay City-Tillamook	1953	51,000	459,000	510,000
Neskowin-Otis (Tillamook Co. portion) Forest Highway Project	1956-1961	78,000	1,427,000	1,505,000
WILSON RIVER HIGHWAY				
Flood Control near Tillamook	1952	-	10,000	10,000
Tillamook-Donaldson Creek	1957	251,300	912,100	1,163,400
Wilson River Bridge, M.P. 11.73	1952	-	99,200	99,200
Wilson River, (2) Bridges	1958	-	117,600	117,600
Wilson River, (2) Bridges	1957	-	98,600	98,600
Tunnel Point Section	1952	-	246,300	246,300
Passing Lanes near Summit	1955	-	47,600	47,600
SUNSET HIGHWAY				
Quartz Creek-Tillamook Co. Line, Pav.	1953	-	56,000	56,000
Quartz Creek-Tillamook Co. Line, Pav.	1960	-	12,300	12,300
Clatsop Co. Line-Wn. Co. Line, Pav.	1961	-	70,900	70,900
[illegible] HIGHWAY				
[illegible] Overcrossing	1961	-	33,500*	33,500

Project	Year	Right-of-Way Expenditures To 11-1-61	Construction Expenditures (*Estimated Amounts for Projects Not Complete)	Total
THREE RIVERS HIGHWAY				
Hebo Section, Reoiling	1963	$ -	$ 16,300	$ 16,300
LITTLE NESTUCCA HIGHWAY				
Meda Bridge Section	1957	45,000	155,700	200,700
Yach Bridge-Weed Bridge	1955	-	21,800	21,800
Weed and Muscott Bridges	1952	-	93,700	93,700
NETARTS HIGHWAY				
Tillamook River Bridge Section	1961	20,000	373,500*	393,500
Total, State Highways		$507,300	$5,216,100	$5,723,400

COUNTY ROAD CONSTRUCTION PROJECTS IN
TILLAMOOK COUNTY FOR THE PERIOD 1952-1961
UNDER SUPERVISION OF THE OREGON STATE HIGHWAY DEPARTMENT

Project	Year	Construction Expenditures (*Estimated Amounts for Projects Not Complete)
Johnson Bridge over Trask River	1952	$116,000
Dougherty Slough Bridge	1952	49,300
Hemlock-Sand Lake, Summit Section	1954	54,100
Nehalem River Bridge near Mohler	1957	130,600
Short Creek Section	1956	49,400
Short Creek-Oceanside	1957	47,300
Coleman Creek-Short Creek	1960	123,100
Tillamook Bay-Coleman Creek	1960	41,700
Netarts-Yeager Creek	1960	122,200
Jackson Creek Section	1961	93,200*
Total, County Roads		$826,900

SUMMARY

State Highways:	
Federal-Aid and State Projects	$4,218,400
Forest Highway Projects	1,505,000
County Roads	826,900
	$6,550,300

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July 19, 1961

Mr. [illegible] Zeigler, President
Brookings-Harbor Chamber of Commerce
Brookings, Oregon

Dear Mr. Zeigler:

This will acknowledge receipt of your letter of July 14 in which you again refer to the matter of improving the Oregon Coast Highway just northerly of the California border in the Winchuck River area. You request that we consider changing "the present scheduling of the relocation of this bridge", et cetera.

In order that there be no misunderstanding, I wish to advise that this project has not been scheduled for construction due to lack of funds for this and many other needed improvements. The situation is the same as reported to you in my letter of May 17, as no more funds have been made available to the Commission in the interim.

There are many needed and worthy projects such as this one on a state-wide basis in Oregon, and funds available will not cover all of them.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Forrest Cooper

BROOKINGS-HARBOR CHAMBER OF COMMERCE

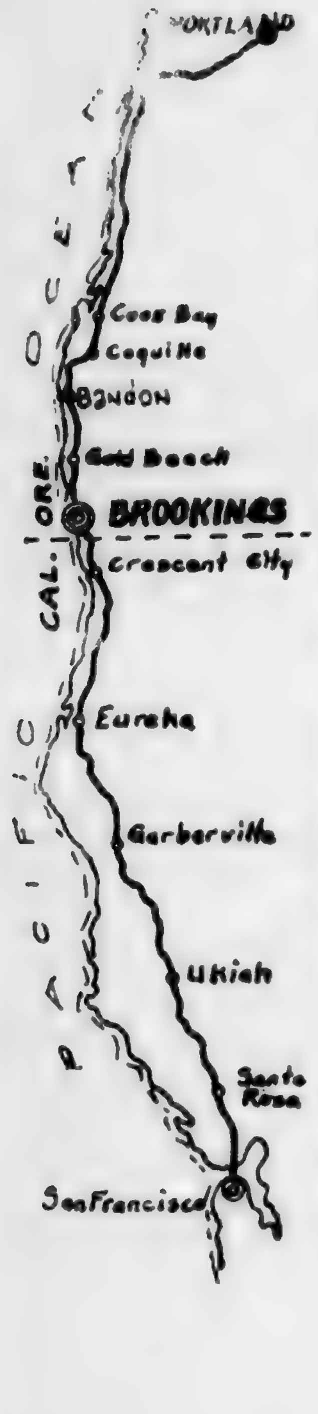
BROOKINGS, OREGON

Oregon's Home of Winter Flowers

July 14, 1961

W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

re: Winchuck River Bridge, Hwy. 101
Southern Curry County



Dear Mr. Williams,

It is with extreme urgency that the Brookings Harbor Chamber of Commerce again recalls the inadequacy of the Winchuck River bridge to your attention and further consideration for immediate relocation.

We ask that you consider changing the present scheduling of the relocation of this bridge to the highest priority possible within your department. It is our understanding the survey to relocate the bridge has been completed, the estimated costs have been obtained, the necessity of relocation has been justified, and future plans have been committed to make this construction.

Your Traffic Volume Tables for 1960 shows average daily traffic count entering Oregon on Highway 101 the second largest Southern Oregon gateway at 2402 units exceeded only the traffic count of 2650 on U. S. Highway 99. Your table of 1958 Traffic Accidents lists Highway 101 at 3.63 accidents per million miles traveled from Brookings to the State line compared to 2.10 accidents on Highway 99 from Ashland to the State line.

Enclosed is a picture of one of the cars involved in a collision July 3, 1961. Police stated both motorists were driving at a slow rate of speed and both cars were crowding the center line on this narrow bridge when the collision occurred. Since the traffic recorder was installed in 1957 average daily traffic has increased by 334 units per day and we are certain you will agree thare will continue to be a consistant increase of traffic on Highway 101.

It would be tragic to begin bridge relocation and construction on an excellerated schedule only after further justification had been furnished by a series of serious accidents and injury. You will agree that corrective action must be taken now in order to eliminate the dangerous situation which now exists on the Winchuck bridge.

Sincerely yours,

Cy Zeigler

Cy Zeigler, President
The Brookings-Harbor
Chamber of Commerce

cc Mr. Floyd Query
Mr. Tom Edwards
Mr. F. D. Morgan

Enc.

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JUL 17 1961
OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF
STATE HIGHWAY ENGINEER

NARROW WINCHUCK BRIDGE RUINS VACATIONS--Vacationing families had their trips ruined Monday when their cars collided on the narrow Winchuck River bridge. Fortunately, no one was injured seriously. Shown looking over damage inflicted to his car, facing camera, is Kenneth Hiett of San Diego. The other car, driven by Miss Doris Walters, 20, is not shown. Miss Walters and her family of Coos Bay were taking a 4th of July vacation to the redwoods area in California. Hiett and his wife were headed for some Canada fish. But the accident meant time-consuming repairs to both cars.

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June 21, 1961

Hon. C. F. Campbell, Mayor
City of Brookings
Post Office Box 1308
Brookings, Oregon

Dear Mr. Campbell:

This will acknowledge your letter of June 16 in which you request reconstruction of the Chetco and Winchuck River Bridges in Curry County.

As you are doubtless aware, we have received letters from the Brookings-Harbor Chamber of Commerce and the Soroptimist Club of Brookings on this same subject.

The Highway Commission realizes that these deficiencies exist and that it would be desirable to make the improvements to which you refer. There has been a very heavy demand for funds to construct improvements in Coos and Curry Counties, and the Commission has been hard pressed to provide funds to complete the Gold Beach-Brookings Section. No funds are available at this time for additional projects of the magnitude of the ones at the Chetco and Winchuck River Bridges. These projects will have to be considered at some future time when finances permit.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:fn er

CITY OF BROOKINGS
P. O. Box 1308 ★ 702 Chetco Ave.
Brookings, Oregon

REFERRED TO
Cooper
by State Highway Engineer

Mr. W. G. Williams
State Highway Engineer
Salem, Oregon

June 16, 1961

Dear Mr. Williams:

The bridge over the Chetco River between Brookings and Harbor and the bridge and road alignment at the Winchuck River present a traffic hazard as they now exist.

The traffic over Highway 101 will certainly increase with the completion of the new highway between Brookings and Gold Beach. With this potential increase of traffic I believe steps should be taken to correct the situation.

There have been several accidents at the Winchuck due to the existing alignment of the highway and the bridge between Brookings and Harbor is to narrow for safe passage of trucks and automobiles.

I request this item be given serious consideration in the formulation of the 1961-1962 highway budget.

Sincerely yours

C. F. Campbell

CITY OF BROOKINGS
C. F. Campbell, Mayor

CFC:jc

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JUN 20 1961
OREGON
STATE HIGHWAY COMMISSION

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JUN 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

"Home of Winter Flowers"

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FOR FILING

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Bridges

[illegible]

May 17, 1961

Miss Grace Yelton
Corresponding Secretary
Soroptimist Club
Brookings, Oregon

Dear Miss Yelton:

I have your letter of May 10 in which you refer to the Winchuck River Bridge in southern Curry County. As you note in your letter, this matter was also the subject of a letter from the Brookings Chamber of Commerce on May 5. There have been other communications re this.

The Highway Commission is conversant with the situation at the Winchuck Bridge and realize that a relocation of the roadway in that vicinity would be desirable. The problem is one of funds. The need for highway improvements in Oregon far exceeds the Commission's available moneys; therefore, it is not possible to make all needed and desirable improvements immediately. This project will have to be considered along with many others sometime in the future when funds are available.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
FC:fn ms

SOROPTIMIST INTERNATIONAL ASSOCIATION

Soroptimist Club

OF BROOKINGS, OREGON

May 10, 1961

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

As a Service Club we have been urged to write to you regarding the Winchuch Bridge. The hazards of this Bridge and the Chetco Bridge also have been adequately brought to your attention by the Chamber of Commerce of this area. We wish to add our request that your assistance to correct this vital need will be greatly appreciated.

Sincerely yours,

Grace Yalton
Corresponding Secy.

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MAY 15 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
R-10-41

May 17, 1961

Brookings-Harbor Chamber of Commerce
Brookings
Oregon

Attention: John Cox, Chairman
Highways Committee

Gentlemen:

This will acknowledge and thank you for your letter of May 5, in which you refer to improvement of Highway US101 at the Winchuck River Bridge.

The Highway Commission is conversant with the need for an improvement at this point; in fact, a tentative survey was made some years ago which indicated a cost of approximately one-half million dollars for modernizing approximately 1¼ miles of road and building a new bridge on proper alignment across the Winchuck River. Due to extremely heavy commitments on Highway US101 northerly from Brookings and on other roads in the area and Division, funds are not available at this time for the requested improvement. This project will have to be considered at some future time when programs are being formulated.

Thank you for your friendly letter.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Forrest Cooper

FORM E-30 20M 3-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11,1961

SUBJECT: Winchuck River Section
Oregon Coast Highway
Curry County

To: Mr. W. C. Williams
State Highway Engineer
BUILDING

As requested by Mr. Paxson, the following data are furnished pertinent to the proposed Winchuck River Section of the Oregon Coast Highway in Curry County.

	Existing	L^2 Line
Length (between common pts)	7570'(1.43mi)	6200' (1.17mi)
Total Delta	227°	30°
Maximum Curve	29°	0°45'
Number of Curves	7	1
Total Rise & Fall	- - -	110'
Maximum Grade	- - -	2.75%
Bridges	- - -	320x30'
Pavement, 2 lane	- - -	22'AC
Shoulders, each side		1'AC, 7' 0-11
Cost of Grading & Paving	July 1959	$314,000.00
Cost of Bridge	July 1959	$136,000.00
Total Cost	July 1959	$450,000.00
Adjusted Total (July '59=165^4, April '61=175^2)		$476,000.00

Resident notes that development being pushed through area of right of way taking.

Attached prospectus somewhat altered by "L^2" line but remaining factors are reasonably accurate.

Tom Edwards
Construction Engineer

By

J E Morelock
J. E. Morelock
Chief Locating Engineer

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MAY 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RA:jk

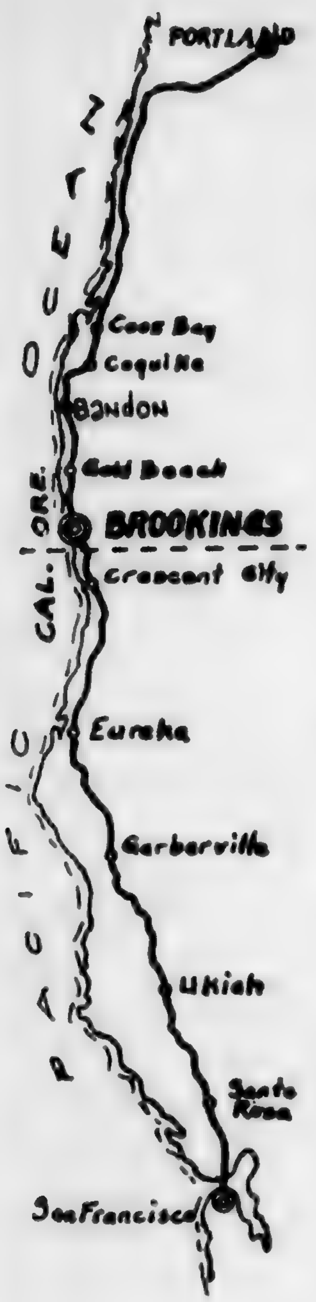
cc: G. S. Paxson

BROOKINGS-HARBOR CHAMBER OF COMMERCE
BROOKINGS, OREGON

Oregon's Home of Winter Flowers

May 5, 1961

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon



Dear Mr. Williams,

We are again writing to urge the Oregon State Highway Department to place a top priority on the relocation of the Winchuck River bridge. Traffic over this section of Highway 101 continues to increase, and as word spreads of the tremendous highway improvements made on the road north an even greater increase in traffic will result.

Improved roads on either side of the bridge permit higher driving speeds. How many motorists will be unable to slow down sufficiently to safely negotiate the Winchuck bridge? This hazard to people wanting to travel the most scenic route on the Pacific Coast can only result in unfavorable "first impressions" to Oregon visitors. Many, should they hear of many accidents on this road, may turn away from this magnificent coast route.

We realize the Oregon State Highway Department is well aware of this bottleneck and also of the very narrow Chetco River bridge and that future road improvements include this project. However, in the interest of safety and the recognition of the highway being a secondary main thoroughfare through Oregon gaining in travel popularity, the Brookings-Harbor Chamber of Commerce again asks that all possible effort be made to effect this road improvement.

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The Chamber also realizes this is but one of the many top priority projects of the Highway Department and that the Brookings area in recent years has asked for and received many improvements from the Highway Department. These improvements have helped much in the increased commerce which has developed in this area. The Chamber wants its "Thanks" to the Highway Department on record as well as its many requests.

Your assistance to correct this vital need will be greatly appreciated.

Sincerely yours,

John Cox

John Cox, Chairman
Highways Committee

cc Oregon Legislative Highway Interim Committee

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MAY 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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April 13, 1961

Mr. Marshall Dana
Assistant to the President
The United States National Bank of Portland
Box 4410
Portland, Oregon

Dear Mr. Dana:

I am glad you received the maps and appreciate your commendation of the same.

As to the construction of a new bridge with approaches thereto at Winchuck River, I am indeed sorry that I can give you no definite information at this time. The State Highway Commission, as you know, has been sorely pressed to provide sufficient funds to complete US101 between Gold Beach and Brookings and has had little opportunity to improve other roads in that area. As you perhaps know, there was $12,600,000 of bond moneys provided for the Gold Beach-Brookings Section, but the total cost, which is almost exactly as estimated at the time the bond issue was passed, will be approximately $18,000,000. The allocation of regular federal-aid funds to make up the difference between the amount of the bonds and the cost has been a severe drain on funds for other needed improvements in the southwest area.

There is nothing in the current two-year program; that is, the 1961 and 1962, for the Winchuck River project. What the Commission may be able to do in a following program, I do not know. We are, however, very cognizant of the desirability of constructing an adequate bridge and approaches to replace the existing structure, which is quite deficient, according to present-day standards.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

cc Forrest Cooper

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

MARSHALL N. DANA
ASSISTANT TO THE PRESIDENT

NOTE,
W. C. WILLIAMS

April 11, 1961

Dear Mr. Williams:

A few days ago, it was my privilege to traverse some twelve miles north from Brookings of the new Gold Beach-Brookings sector of US 101.

I was very much impressed by the grandeur and inspiration of both mountain scenes and seascapes thereby confronted.

The bridge at Thomas Creek is proceeding with some evidence of activity. What impresses one is the depth of the chasm and the engineering ability that has been applied in the plan and in the design.

It is quite evident that the parking and camping areas along the route will be very tempting to travelers and should lead to longer stays in southwestern Oregon.

My friend and neighbor, W. L. Crissey, also called my attention to the crossing of the Winchuck River in Oregon just north of the California state line. The bridge is narrow, the approach from both sides is sharply curved, and the composition is far below state highway standards.

Would you let me know what is the program for improvement at this point? Very evidently a reconstructed bridge or improved alignment would require extensive approach fills on both sides. Yet, the "gate" can scarcely be considered open into Oregon from California while the Winchuck crossing continues in its present condition.

This is written with much appreciation for the fine highway work over which you are presiding.

For example, the route we took in going to Brookings was by way of 99 to the Drain turn-off, thence to Reedsport. The distance, formerly 364 miles, now 343½.

We were especially delighted to take the new route directly from Coos Bay to Bandon.

Cordial personal regards.

Sincerely,

Marshall Dana

Mr. W. C. "Dutch" Williams
State Highway Department
Salem, Oregon

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

MARSHALL N. DANA
ASSISTANT TO THE PRESIDENT

NOTE
W. C. WILLIAMS

April 11, 1961

Dear Mr. Williams:

Officers of the United States National Bank join in thanking you for the new Oregon highway maps which I found this morning after returning from a visit to Brookings and to Coos Bay.

These maps are unusually attractive and they will be most useful to our folks. They are all now distributed.

Sincerely,

Marshall Dana

Mr. W. C. "Dutch" Williams
State Highway Department
Salem, Oregon

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MAR 21 1961
~~FOR FILING~~

March 20, 1961

Mrs. Millie B. Crissey
Box 1215
Brookings, Oregon

Dear Mrs. Crissey:

Mr. M. K. McIver, Chairman of the State Highway Commission, has asked me to reply to your letter of March 11 regarding the Winchuck Bridge.

I am well aware of the deficiencies at that point and only wish that there were sufficient funds available to make this needed improvement as well as many others on a state-wide basis.

The Highway Commission, using bond funds provided by the Legislature and federal and state funds, has or is spending approximately $18 million improving the Oregon Coast Highway in Curry County between Gold Beach and Brookings. This will provide a modern, safe facility over a substantial portion of this Southern Oregon route.

Just when funds will be available to make additional improvements, I am unable to tell you, as funds available to the Highway Commission are quite limited in comparison to the state-wide need for improvement. The improvement to which you refer will have to be considered at some future time when funds are available.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Forrest Cooper
Floyd Query

MRS. W. L. CRISSEY
BOX 1215
BROOKINGS, OREGON

March 11,1961.

Mr. M.K.McIver,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I am sure this is not the first time the dangerous condition of the Winchuck Bridge, in Southern Curry County has been called to the attention of the Highway Commission, as there have been many minor accidents and several major ones on this bridge. The most recent serious accident occured a couple months ago to Mrs. Shirley Leschin, whose car crashed through the railing , and dropped forty feet below to the ground, and demolished her car, and she spent some weeks in the hospital, with a broken back. The telephone wires and pole caught the car and held it suspended for a few moments, which broke the fall, or she would have been killed .

Definitely to be taken into consideration too, is the fact that this bridge is only one-half mile North of the California-Oregon State Line, and that California is the major source of our tourist travel.

It is certainly a lamentable introduction to the many miles of beautiful coast highway in our own State. We simply cannot understand the postponement of a new bridge at this point.

Sincerely yours,

Millie B. Crissey

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November 9, 1960

Brookings-Harbor Chamber of Commerce
Brookings, Oregon

Attention: Frank Akin, Chairman
Highways Committee

Gentlemen:

On October 17 you directed a letter to the Highway Interim Committee concerning hazards to the traveling public caused by the narrow Chetco River and Winchuck River Bridges. Copy of your letter was forwarded to the State Highway Commission and an engineering investigation was made. At the Highway Commission meeting on November 3 the results disclosed by the investigation were presented to the Commission by Mr. W. C. Williams, State Highway Engineer.

It was pointed out that construction of a new bridge over Chetco River would involve minor changes in highway alignment. However, highway alignment in the vicinity of the Winchuck River Bridge is poor and a major reconstruction project would be necessary with reconstruction of the bridge.

The Commission appreciates the fact that these proposals have merit; funds for construction however are not available at this time and it was therefore deemed necessary to defer the project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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October 25, 1960

Oregon State Highway Commission

Gentlemen:

The Brookings-Harbor Chamber of Commerce has directed a letter to the Legislative Highway Interim Committee and the Highway Department requesting that the Chetco River and Winchuck River bridges southerly of Brookings be reconstructed. The Chetco River bridge is a through truss with a horizontal clearance of 19 feet 3 inches between the curbs. The Winchuck River bridge is a deck truss structure with 23 feet 3 inches between the curbs.

A few years ago the alignment in the vicinity of Chetco River was improved and at this point a new bridge could be built with some change indicated in the existing alignment south of the river. No cost estimates are available for this job, but a rough figure would be $350,000.

At the Winchuck River bridge, the situation is somewhat different in that the highway alignment at that point is very poor and a major reconstruction project should accompany the reconstruction of the bridge. A cost estimate of this would be $200,000 for the bridge plus $250,000 for grading and paving of a one-mile section.

While there is merit to the proposals, there is only so much money available for construction and the only way that I can see that financing could be arranged would be to take money from some of the other considered projects, such as Highway 42, the unfinanced portions of the Gold Beach-Brookings Section (Myers Creek-Burnt Hill), contemplated improvements on the Redwood Highway, or some other section of the division.

The Commission has in the last few years spent in excess of $16 million improving Highway 101 south of Gold Beach in Curry

County and has also spent substantial sums on northerly from Gold Beach. I therefore recommend that these projects be deferred until such time as other vitally needed projects in the area are financed.

The matter will be on the agenda for your consideration at the November 3-4 meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FC:fn ms

BROOKINGS-HARBOR CHAMBER OF COMMERCE
BROOKINGS, OREGON

Oregon's Home of Winter Flowers

October 17, 1960

Oregon State Legislative Highway Interim Committee
Oregon State Highway Dept.
Salem, Oregon

PORTLAND
Coos Bay
Coquille
BANDON
Gold Beach
BROOKINGS
ORE.
CAL.
Crescent City
Eureka
Garberville
Ukiah
Santa Rosa
San Francisco
PACIFIC OCEAN

Gentlemen:

No doubt you are fully aware of the hazards of the Chetco River and Winchuck River bridges. Both are so narrow that two logging trucks, a semi and logging truck, or logging truck and bus cannot pass. In fact, timid persons, driving their own family cars, are nervous negotiating these structures if one of these vehicles is approaching to pass.

Your department has the tonnage and traffic count figures over the Chetco and Winchuck bridges and we must bear in mind the tremendous increase in traffic over them with the opening of the new Highway 101 between Brookings and Gold Beach. This outstanding and magnificent highway will bring an unlimited increase in tourists. Because of the snow and ice-free thoroughfare, interstate trucking will also increase tremendously.

Lives are truly at stake.

The Brookings-Harbor Chamber of Commerce, speaking not only for the people of this area but for all those passing through, urge the State Highway Department to take immediate action to rectify these conditions.

Sincerely yours,

Frank Aken

Frank Akin, Chairman
Highways Committee

FA/ms
cc: Oregon Coast Ass'n.

NOTED
R. B. SIPPRELL

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[illegible]

I-80N-5(14) Willow Cr. Br., Columbia 1964
145 River Hwy.
#6488

STATE COPY

Monthly transaction number 7-105	F PR-2A U.S. DEPARTMENT OF COMMERCE (5 -57) BUREAU OF PUBLIC ROADS	ate Oregon
		County Gilliam
Project report number 11	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Project number I-80N-5(14)145

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 22, 1964, is hereby modified as follows:

Revised estimated total cost of project	$ 185,595
Revised Federal funds	$ 170,700.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22nd day of July, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A.W. Parsons
XXX A. W. Parsons
(Division Engineer)

XX By

~~L. R. Backlund, Administrative Manager~~

USCOMM-DC 8120-P63

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 9/14/8, 21	PR-2 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE **Oregon**
PROJECT REPORT NO. 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY **Gilliam**
		PROJECT NO. **I-80N-5(14)145**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N - Willow Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	**8-3-64**	**0.064**
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ **158,510.00**	$ **145,000.00**

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

Assistant State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXX A. W. Parsons
(Division Engineer)

LR Backlund

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer **September 22, 1964**

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(14)145

WILLOW CREEK BRIDGE ON THE COLUMBIA
RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 3, 1964

Type Code 3031
Willow Creek Bridge (E.B.)(Br.#9197)(Sta. EB74+55.65 to Sta. EB 77+95.65)(Contract 6488)

Shoring, Cribbing, Etc.	All	Req.		$ 14,000.00
Structural Excavation	1,200	Cu.yd.	$ 7.00	8,400.00
Structural Excavation Below Elevation Shown	120	Cu.yd.	10.00	1,200.00
Class "A" Concrete (815 Cu.yd.)	All	Req.		65,000.00
65' to 70' Type III Prestressed Beams	20	Only	1,500.00	30,000.00
Metal Reinforcement (159,500 Lbs.)	All	Req.		20,000.00
Metal Parapet Railing	680	Lin. ft.	5.00	3,400.00
8-inch Metal Drain Pipe	40	Lin. ft.	5.00	200.00
Special Backfill	400	Cu.yd.	4.00	1,600.00
Place Riprap	50	Cu.yd.	6.00	300.00
			Total	$ 144,100.00
			10% Engr. & Cont.....	14,410.00
			Total	$ 158,510.00

Length of Structure ....0.064 Miles

Federal Funds	$ 145,000.00
State Funds	13,510.00
	$ 158,510.00

State Funds For Const: Chap. 175, Laws 1917; Chap 31, Laws 1920;
Chap. 589, Laws 1939.

State Funds For Maint.: Chap. 589, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(14)145

WILLOW CREEK BRIDGE ON THE COLUMBIA
RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 21, 1964

Type Code X011
Willow Creek Bridge (E.B.)(Br. #9197)(Sta. [illegible] 74+55.65 to Sta. [illegible] 77+95.65)

Shoring, Cribbing, Etc.	All Required		$ 10,000.00
Structural Excavation	1,200 cu.yds.	5.00	6,000.00
Structural Excavation Below Elevation Shown	120 cu.yds.	10.00	1,200.00
Class "A" Concrete (815 cu.yds. $80.00)	All Required		65,200.00
65' to 70' Type III Prestressed Beams	20 only	1,500.00	30,000.00
Metal Reinforcement (159,500 lbs. $0.13)	All Required		20,735.00
Metal Parapet Railing	680 lin.ft.	6.00	4,080.00
8 Inch Metal Drain Pipe	40 lin.ft.	4.00	160.00
	Subtotal		$ 137,375.00
	10% Engr & Cont		13,737.00
	Total		$ 151,112.00

Length of Structure.............................. 0.064 miles

Federal Funds	$ 139,000.00
State Funds	12,112.00
	$ 151,112.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(14)145

WILLOW CREEK BRIDGE ON THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 21, 1964

Type Code X021
Willow Creek Bridge (E.B.)(Br. #9197)(Sta. [illegible] 74+55.65 to Sta. [illegible] 77+95.65)

Shoring, Cribbing, Etc.	All Required		$ 10,000.00
Structural Excavation	1,200 cu.yds.	5.00	6,000.00
Structural Excavation Below Elevation Shown	120 cu.yds.	10.00	1,200.00
Class "A" Concrete (815 cu.yds. 80.00)	All Required		65,200.00
65' to 70' Type III Prestressed Beams	20 only	1,500.00	30,000.00
Metal Reinforcement (159,500 lbs. $0.13)	All Required		20,735.00
Metal Parapet Railing	680 lin.ft.	6.00	4,080.00
8 Inch Metal Drain Pipe	40 lin.ft.	4.00	160.00
	Subtotal		$ 137,375.00
	10% Engr & Cont		13,737.00
	Total		$ 151,112.00

Length of Structure.......................... 0.064 miles

Federal Funds	$ 139,000.00
State Funds	12,112.00
	$ 151,112.00

WILLOW CREEK BRIDGE

PROJECT NO, I-CON-5(14)145

Prestressed Beam Quantities

65' to 70' Beams

Overhead			$ 100.00
Class "A-A" Concrete	10.2 cu. yds.	$ 80.50	821.10
Metal Reinforcement	945 lbs.	0.12	113.40
Prestress Steel	1,078 lbs.	0.50	539.00
			$ 1,573.50

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(14)145

WILLOW CREEK BRIDGE ON THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 18, 1964

Type Code X081

Willow Creek Bridge (E.B.)(Br.# 9197)(Sta. EB 74+55.65 to Sta. EB 77+95.65)

Shoring, Cribbing, Etc.	All Required		$ 10,000.00
Structural Excavation	1,200 cu. yds.	5.00	6,000.00
Structural Excavation Below Elevation Shown	120 cu. yds.	10.00	1,200.00
Class "A" Concrete (815 cu. yds. $80.00)	All Required		65,200.00
65' to 70' Type III Prestressed Beams	20 Only	1,500.00	30,000.00
Metal Reinforcement (159,500 lbs. $0.13)	All Required		20,735.00
Metal Parapet Railing	680 Lin.ft.	6.00	4,080.00
8 Inch Metal Drain Pipe	40 Lin.ft	4.00	160.00
Special Backfill	400 Cu.yds.	6.00	2,400.00
Place Riprap	50 Cu.yds.	20.00	1,000.00
	Subtotal		$140,775.00
	10% Engr. & Cont.		14,077.00
	Total		$154,852.00

Length of Structure .... 0.064 miles

Federal Funds $141,000.00
State Funds 13,852.00

$154,852.00

WILLOW CREEK BRIDGE

PROJECT NO. I-80N-5(14)145

Prestressed Beam Quantities

65' to 70' Beams

Overhead			$ 100.00
Class "A-A" Concrete	10.2 Cu.yds.	$80.50	821.10
Metal Reinforcement	945 Lbs.	0.12	113.40
Prestress Steel	1,078 Lbs.	0.50	539.00
			$ 1,573.50

RECEIVED
MAY 12 1966

FOR FILING
[illegible]

6488

May 11, 1966

Rathbone, King & Seeley
310 S.W. 4th Street
Portland 4, Oregon

Gentlemen:

A post-final payment for $176.31 will be made to Teeples and Thatcher Contractors, Inc., on Contract No. 6488 for construction of the Willow Creek Bridge on the Columbia River Highway in Gilliam County, as soon as the warrant is prepared.

The total amount paid on this contract will be $169,118.30 including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Teeples & Thatcher Contractors, Inc.
6850 S.E. Otty Road
Portland 66, Oregon

W.R. Reed Co. Insurance
921 Lloyd Center
Portland, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
APR 22 1966
FOR FILING

I-80N-5(14)145

6488

4547

April 21, 1966

Teeples and Thatcher Contractors, Inc.
Post Office Box 66235
Portland, Oregon 97266

Attention: Mr. Michael Goggans

Gentlemen:

Re: Riprap Measurement and Payment
Willow Creek Bridge
Contract No. 6488

This is in reply to your March 31 letter addressed to our Resident Engineer, Mr. Glenn D. Abernathy, protesting the proposed pay quantity for riprap placed under Price Agreement No. 2.

The original and final cross-sections have been reviewed and spot checks made by probing through the riprap verifying the sections as plotted.

Original and final cross-sections were made on the north side of the structure and between the columns of the structure. South of the structure, a mutually-agreed procedure was developed to facilitate the placing of riprap and avoid a delay in placing the riprap. The allowance of a blanket 5.8 feet deep in this area is a generous allowance.

The subsidence factor that you have established at 10 percent has no significance because the terms of the Price Agreement made no allowance for any amount of subsidence.

This matter has been reviewed by members of the Highway Department and your company at a meeting in your office on April 12. At that time, you were furnished copies of our field notes, cross-sections and computations. Our computations are subject to review and unless errors are found in these computations, you will be paid for 3,285 cubic yards of riprap supplied by Price Agreement No. 2.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc: A. W. Parsons

bc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
Glenn Abernathy

IDM:mb bg

Teeples & Thatcher Contractors, Inc.

Heavy Engineering — Mechanical Construction

8850 S. E. OTTY ROAD • PORTLAND, OREGON 97266 • P. O. BOX 66235 • PHONE 775-1551, AREA CODE 503

3165

APR 4 66

March 31, 1966

Referred to
Edws.
fn

State of Oregon
State Highway Department
P. o. Box 982
Hermiston, Oregon

RE: Willow Creek Bridge
Contract #6488

Attn: Mr. Glenn D. Abernathy

Porter

We are in receipt of your letter dated 3/30/66 in respect to the rip-rap quantity.

According to the measurements taken, and to the agreements reached between our representatives and the representatives of the State, it was agreed on the jobsite that the actual rip-rap quantity in place, placed by our organization, was about 3900+ cubic yards. It was agreed that you would mail the calculations and other data to us as soon as you were back to the office. This was never done. Your figures are meaningless to us because we feel that you have not been truthful in that matter. Your earlier statements that the originally figured quantity was based on actual crosssections turned out to be a "fairy tale"; Beacause you did not have actual cross section data.

Your statement that the 10% subsidence would indicate imporper compaction is ridiculous. You certainly know that we were not required to compact the area outside our structural excavation areas. This is not outside our structural excavation on areas. This is not called for in the change orders nor in the contract documents.

Your arbitrary figure to pay us for $3,285 cuyd. of rip-rap is unaceptable. As stated earlier, we expect to be paid for full amount of the rip-rap we placed not just what you feel like paying. It is certainly a shame that such a problem should come up in the first place. We felt that when we met with the representatives of the state and agreed to the basis for the measurement and quantities, this problem was solved. How can we ever reach any agreement if you arbitrarily, at your convenience change everything afterwards to satisfy your whims & ego.

Meehan

This is to have for therecord that we expect to be paid for the actual quantity of the rip-rap placed. We also feel that the agreement reached on the jobsite as binding.

Sincerely yours

TEEPELS & THATCHER CONTRACTORS, INC.

Michael Goggans

Michael Goggans

MG:ji

cc: State Highway Engineer, Mr. Cooper ✓
BridgeState Highway Engineer Mr. Merchant

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM APR 5 - 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
APR 4 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 4 - 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 19 1966
FOR FILING

F [illegible]-5(11) 145

6488

April 18, 1966

Rathbone, King & Seeley
310 S. W. 4th Street
Portland 4, Oregon

Gentlemen:

Contract No. 6488 awarded to Teeples and Thatcher Contractors, Inc., for the Willow Creek Bridge on the Columbia River Highway in Gilliam County was completed on January 8, 1966, and accepted by the Highway Commission on April 15, 1966.

Final payment in the amount of $7,224.16 will be released to the contractor after April 25, 1966. The total contract amount is $168,941.99 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc W. R. Reed Co. Insurance
921 Lloyd Center
Portland, Oregon

Teeples & Thatcher Contractors, Inc.
8850 S. E. Otty Road
Portland 66, Oregon
L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
APR 18 1966
FOR FILING

I-80N-5(14)145

[illegible]

April 15, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed January 8, 1966, on Contract No. 6488. The contract was with Teeples and Thatcher, Contractors, Inc. and was for construction of the Willow Creek Bridge Structure on the Columbia River Highway in Gilliam County.

As the contractor has completed all work according to specifications, I recommend that you accept the contract effective April 15, 1966, and that you concur in this procedure at the Commission meeting on April 21.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
Ivan Merchant
C. H. Maison
A. F. Parson

bg

RECEIVED
APR 15 1966

FOR FILING

[illegible] (14) 14

[illegible]

Salem, Oregon
April 14, 1966

Acceptance of Contract

F. B. Klaboe
Assistant State Highway Engineer

BUILDING

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission.'

Contract No. [illegible] with Teeples and Thatcher Contractors, Inc. for construction of Willow Creek Bridge Structure on the Columbia River Highway in Gilliam County, completed January 8, 1966.

L. E. Young
Office Engineer

[illegible]

cc Floyd Query
C. W. Nelson
L. D. Merchant

RECEIVED
APR 15 1966

FOR FILING

I-80N-5([illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

April 14, 1966

Accounting Division (X)
Bridge Division (X)
Construction Division (X)

Traffic Division ( )
Division Engineer (5) (X)
Maintenance Division ( )

Project No. I-80N-5(14)145, Willow Creek Bridge (Br. No. 9197), Contract No. 6482, Prefix 611-1064, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by April 30, 1966, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

L. H. Young
Office Engineer

Note: The Division Office will be responsible for contacting the Resident Engineer currently in charge of the project area.

PH:er

RECEIVED
APR 11 1966

FOR FILING

I-80N-C (11) 145

6488

March 9, 1966

#12

Teeples and Thatcher Contractors, Inc.
4650 S.E. City Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission at its meeting on March 8 considered your request for an extension of time on Contract No. 6488 for the Willow Creek Bridge on the Columbia River Highway in Gilliam County.

After considering the recommendation of the Engineer and other available information, the Commission granted you 9 additional workdays without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc A. F. Parson
Geo. Barnhart
L. H. Young
I. D. Merchant
C. H. Maison
Bureau of Public Roads

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 9, 1966

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: J. H. Girvin JHG
Acting District Engineer

SUBJECT: Oregon Project I-80N-5(14)145
Willow Creek Bridge

We concur in your 9 day extension of contract time on the subject project for the reasons set forth in Mr. Edwards' January 13, 1966 letter.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM FEB 16 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED
TOM EDWARDS

Copy to Market

RECEIVED
FEB 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 8 - 1966

FOR FILING

I-80N-5(14) 145

6488

March 4, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 12
March 8, 1966 meeting

Gentlemen:

Teeples and Thatcher, contractor on the Willow Creek Bridge on the Columbia River Highway in Gilliam County, Contract 6488, has requested that he be granted 25 additional workdays without assessment of liquidated damages in which to complete the contract.

The contract alloted 140 workdays to complete the work. The work was completed in 149 workdays. The overrun in time was due to plan changes (lowering footing elevations at Bents 3 and 4) and extra work added to the contract (riprap).

I recommend that the contractor be granted 9 additional workdays without assessment of liquidated damages.

This is a federal-aid project and we have the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for your consideration at the March 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
A. F. Parson

CAG:jf bg

E—320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 1, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 140 days to 165 days, within which to complete our Contract No. 6488, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

The footings for Bents # 3 & 4 were lowered by 5 ft with the change order to complete that change, it required at least 20 work days. The additional work required to place the 3500 c.y. of rip-rap authorized with the change order will require about 20 work days also.

Respectfully submitted,

TEEPLES & THATCHER CONTRACTORS, INC.
Contractor

By Harry Pajutee

CONSENT OF SURETY

Date Dec 7, 19 65

We, [illegible]

[illegible], as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact

(SEAL)

Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6488 Contractor Teagles and Thatcher Contractors, Inc.

Highway Columbia River

Section Willow Creek Bridge E. B.

Kind of Work Structure

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~**GRANTED.**~~ The reasons for such recommendation are as follows:

Only 3 days required to perform additional excavation at Bents #3 and #4. Only 9 workdays were required to perform rip rap work. Recommend granting of 12 additional workdays.

Recommended for Approval:

Asst .... **Division Engineer**

Ivan D. Merchant .... **~~Construction Engineer~~ or Bridge Engineer**

Forrest Cooper Asst .... **State Highway Engineer**

Contract No.	6488
Project designation	I-80-5(14)145 State-Federal
Date awarded	August 27, 1964
Work started	March 8, 1965
100 ~~Per~~ cent completed	December 24, 1965 Date
No. of Workdays Allowed	
No. of Workdays Used	147
No. of Added Workdays Requested	25

State Printing 27939

RECEIVED
FEB 16 1966
FOR FILING

I-80N-5(14)145

6484

February 14, 1966

Teeples and Thatcher Contrs. Inc.
8890 S. E. Otty Road
Portland 66, Oregon

Gentlemen:

Final inspection has been made by the Bureau of Public Roads on the Willow Creek Bridge Section of the Columbia River Highway in Gilliam County, Contract No. 6488, FA Project I-80N-5(14)145.

The contract work has been completed to the satisfaction of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

VC:er

cc: R. L. Porter
C. H. Nelson
J. D. Merchant
L. H. Young

Form CD-120
(1-63)
Pres. by
A.O. 205-(D)

UNITED STATES GOVERNMENT

FEB 16 1966

Memorandum

FOR FILM

I-80N-5(14)145

6488

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 9, 1966

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: J. H. Girvin
Acting District Engineer

SUBJECT: Oregon Project I-80N-5(14)145
Willow Creek Bridge

We concur in your 9 day extension of contract time on the subject project for the reasons set forth in Mr. Edwards' January 13, 1966 letter.

Copy to Moshart } 2-15-66

RECEIVED
FEB 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 14 1966

FOR FILING

I-80N-5(14)145

6488

January 13, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Willow Creek Bridge
Contract No. 6488
FAP I-80N-5(14)145

Dear Sir:

Teeples and Thatcher, contractor on the above contract, has requested that they be allotted an additional 25 work days without assessment of liquidated damages to complete the contract. The contractor's request is based on the fact that plan changes ordered by Price Agreement No. 1 (lowering footing elevations at Bents 3 and 4) and the additional work required by Price Agreement No. 2 (riprap) required additional time.

The contract time specified was 140 days. The entire project, including work involved by the plan changes, was completed in a total of 149 work days. The extra excavation required three additional days. The riprap work required nine days, three of which were on a no charge basis.

I propose to recommend to the Highway Commission that the contractor be granted nine additional work days without the assessment of liquidated damages. May I have your concurrence in this recommendation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:mm/TE:jwa

RECEIVED
FEB 14 1966

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 12, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 8, 1966, on Contract No. 6488, Willow Creek Bridge (EB) Section, in Gilliam County, in connection with Federal-Aid Project No. I-80N-5(14)145.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NOTED
F.B. KLABOF

Bureau of Public Roads
Oregon Division Office Endorsement Date: January 12, 1966

Conditions noted on above date:

None.

Ref'd to Young
2-11-66

A. W. Parsons
Division Engineer

By: G. R. Brooks
District Engineer

RECEIVED
OCT 1 9 1965
FOR FILING

I-80N-5(14)143

6488

October 18, 1965

Oregon State Highway Commission

Gentlemen:

An overrun in the project authorization for the Willow Creek Bridge on the Columbia River Highway in Gilliam County (Contract No. 6488) appears inevitable. The contractor on this project is Teeples and Thatcher, Inc.

The original authorization was $162,112.50 and it appears the final cost will be $189,228, an increase of $27,115.50 or approximately 17 percent. The increase in cost is due entirely to plan revisions for foundations for the structure. Original plans were made early in 1964, based on stream bed conditions existent prior to the heavy floods of the 1964-65 winter season. Stream behavior during the flood indicated the necessity for lowering the footings for the bents (3 & 4) in the stream bed five feet and protecting them from scour with a blanket of heavy riprap.

This matter will be on the agenda for the November 4 meeting and I recommend your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
L. H. Young
D. H. Maison
A. F. Parson

CAG:jf bg

CHG

FORM E-80 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 4, 1965

SUBJECT: Expected overruns
Willow Cr. Bridge #9197
Contract 6488

To:

Mr. F. D. Morgan
Construction Engineer
Salem

We are enclosing herewith a copy of expected overruns on the subject project. This was made up by Mr. Gallaher last March however at the present time he has not been able to get a price from the contractor on placing the 3500 cubic yards of rip rap.

We have asked Mr. Gallaher to submit a revised overrun report as soon as he is able to obtain a price from the contractor. In the meantime, we thought you should be apprised of the fact that this project will possibly overrun some sixteen to seventeen percent.

PA1 — Extra [illegible] $2,400 OK by BRB
PA2 3500 C.Y. Riprap @ 5.89 a firm commitment from Contr
$20,615.00, not fully executed,
as we may be able to
get lower price

A. F. Parson
Division Engineer

AFP:dj
Attachment

cc: I. D. Merchant
D. W. Gallaher

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 5 1965
CONSTRUCTION
DIVISION

NOTED
I. D. MERCHANT

NOTED
ALFRED A. REAR

Form No. E-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Willow Creek Bridge E. B. Date March 26, 1965

Highway Columbia River Contract No. 6488

County Gilliam Kind of Work Structure Contractor Teeples & Thatcher, Inc.

Contract Amount $ 144,100.00

Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount	
Major items, itemized:				
Item: 001: Additional Shoring, Cribbing Etc.	All		4,400.00	
Minor items, unitemized algebraic total Item: 010- Place riprap			-300.00	
Subtotal				$ 4,100.00
Approved work orders (Price, extra work and state force orders)				$ 25,015.00

Expected over-runs and under-runs in work orders:	Amount	
Major items, itemized:	None	
Minor items, unitemized algebraic total	0.00	
Subtotal		$ 0.00
Authorization for engineering		$ 11,528.00
Expected over-run or under-run of engineering authorization		$ 0.00
Costs not included above (explain)		$ 0.00
Allowance for future contingencies (____% of work remaining)		$ 4,485.00
Credits to come from transfers and deductions		$ 0.00
Present estimate of project cost		$ 189,228.00

Brief Statement of principal causes of over-run:

Lowering footings five 5.0 ft. at Bts. 3 & 4 causes an additional shoring & cribbing expense. Placing 3,500 C.Y. of riprap on the fill slope toes (on P.A. #2)- to prevent stream erosion.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $ 162,112.50

Present estimate of project cost $ 189,228.00

Expected over-run (Amount) $ 27,115.50

Expected over-run (per cent) 16.73

Space to right of this line is for use of Salem office.

Submitted by: D. W. Gallaher
Resident Engineer

Noted by: Ivan V. Merchant
~~Construction~~ or Bridge Engineer

Confirmed by:
Division Engineer

Noted by:
Deputy or Assistant State Highway Engineer

State Printing 80719

FOR FILING

6488

August 19, 1965

District Engineer
Corps of Engineers
Building 603, City-County Airport
Walla Walla, Washington

Dear Sir:

Reference is made to the current construction of the eastbound lanes of Interstate Highway 80N in the Willow Creek area as part of the John Day Lock and Dam Project.

A problem has developed in the area of the Willow Creek structure. Your contractor doing the grading and surfacing of the highway was to have access to the reserved area around the bridge after June 30, 1965. Our bridge contractor is still occupying the area. In discussing this with your Mr. Wayne Lichter, we were informed that your contractor would not need to occupy this area until after approximately September 15, 1965. We anticipate, but cannot guarantee, that our contractor will have the roadway cleared at the ends of the structure by this date so the surfacing could be completed.

Our delay has been caused by the time lost last winter while your contractor was repairing the roadway fills damaged by the flood.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. Ivan Merchant
Mr. A. F. Parson
Mr. J. S. Sawyer

DLT:fp srb

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MAR 16 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 16, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Willow Creek Bridge
Contract No. 6488
Federal Aid Project No.
I-80N-5(14)145

Work was started on the above project on March 8, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

jm

cc: C.H. Maison
L.H. Young
D.B. Parkes
F.A. Query

NOTED
FLOYD QUERY

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1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

August 27, 1964

06-35.EC

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-5(14)145
Willow Creek Bridge Section
Structure

As requested in Mr. Young's letter of today advising that all right of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6488 to Peoples and Thatcher Contractors, Inc. of Portland, Oregon, low bidder in the amount of $144,100.00 at the August 25, 1964 bid opening.

RECEIVED
1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
9-8-64

LLOYD C. SHAW

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AUG 28 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

[illegible]

6477

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 27, 1964

Peoples & Thatcher Contractors, Inc.
6850 S. E. Otty Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission on August 27, 1964 awarded to you State Highway Contract No. 6488 for the following project:

Willow Creek Bridge on Columbia River Highway, east of Arlington in Gilliam County.

This award was based on your low bid of $144,100.00 which was submitted to the Commission on August 25, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
AUG - 6 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

August 3, 1964

08-35.2-DA

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-5(14)145
Willow Creek Bridge Section
Structure

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained, with relocation advisory assistance unnecessary, and further that control of access rights has been obtained as indicated by Mr. Moehring's and Mr. Preston's July 24, 1964 and July 29, 1964 letters, respectively.

Mr. Young's July 30, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Original signed by
G. R. Brooks
By: G. R. Brooks
District Engineer

NOTED
LLOYD P. SHAW

original To Young
8-6-64

13-8319 Burns Rock Prod. Proj., Central 1964
Oregon, Burns-Crane & John Day-
#6489 Burns Hwys.

RECEIVED
DEC 24 1964
FOR FILING
6489

December 22, 1964

Oregon Automobile Insurance Co.
501 Equitable Building
Portland 4, Oregon

Gentlemen:

On December 15, 1964, we wrote to you concerning release of final payment on Contract No. 6489, awarded to Hughes & Dodd Company for rock production on Burns Section of Central Oregon, Burns-Crane, John Day-Burns, and Frenchglen Highways in Harney County.

Final payment on this contract is $1,950.00 and the total contract amount is $38,084.85. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc Hughes & Dodd Company
P.O. Box 246
Medford, Oregon

Victor S. Risley Company
223 Board of Trade Building
Portland 4, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
DEC 14 1964
FOR FILING

December 9, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed November 19 on Contract No. 6489. The contract was with Hughes and Dodd and was for rock production on the Burns Section of the Central Oregon, Burns-Crane, John Day-Burns and Frenchglen Highways in Harney County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 9, 1964, and that you concur in this procedure at the Commission meeting on December 15.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

bbc

FORM E-1 (REV 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: December 4, 1964

SECTION: Burns Rock Production
Central Oregon, Burns-Crane
John Day-Burns, Frenchglen

SECTION PREFIX: 13-8319

COUNTY: Harney

NAME OF JOB: Burns Rock Production Project

KIND OF WORK: Rock Production

CONTRACTOR: Hughes & Dodd Company

CONTRACT NUMBER: 6489

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: August 27, 1964

DATE WORK STARTED: September 9, 1964

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0

SPECIFIED WORK DAYS: 60

WORK DAYS USED: 45

PERCENT OF TIME ELAPSED: 75 %

PROJECT AUTHORIZATION $ 43,875.00

ENGINEERING AUTHORIZATION $ 3,120.00

EXCLUSIVE OF ENGINEERING $ 40,755.00

ENGINEERING COST TO DATE $ 3,200.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 %

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 38,094.85

PERCENT OF AUTHORIZATION 102.6 %

ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN 6.25 %

DATE PROJECT WAS COMPLETED: November 19, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE	MAT'L. PROD.	
						100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			10,000 CY		
TOTAL QUANTITIES CORRECTED TO DATE			9,768 CY		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			9,768 CY		
AVERAGE DAILY QUANTITIES			0		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			NOTED
TUESDAY			JOHN R. OAKES
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

[illegible]
DEC [illegible] 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity
MONDAY	No activity
TUESDAY	No activity
WEDNESDAY	No activity
THURSDAY	No activity
FRIDAY	No activity
SATURDAY	No activity

REMARKS

The semi-final estimate was submitted to Division Office on Tuesday by First Class mail.

This is the final report.

Mr. Alfred Shirley Jr. made a final inspection of this project on Wednesday.

E S Thompson

SIGNED E. S. Thompson, Resident Engineer

ADDRESS 252 So. Date St.
Burns, Oregon 97720

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

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AUG 28 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 27, 1964

Hughes & Dodd Co.
P. O. Box 246
Medford, Oregon

Gentlemen:

The State Highway Commission on August 27, 1964 awarded to you State Highway Contract No. [illegible] for the following project:

Burns Rock Production Project on Central Oregon, Burns-Crane, and John Day-Burns Highways, near Burns in Harney County.

This award was based on your low bid of $39,000.00 which was submitted to the Commission on August 25, 1964 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

I-5-2(37) Coyote Cr.-Grave Cr. Sec., 1964
72 Pacific Hwy. (Grad., Pav. & [redacted]
#6490 Sign.)

RECEIVED
MAY 22 1968

6490

May 22, 1968

White, Sutherland and Gilbertson
Attorneys and Counselors at Law
1200 Jackson Tower
Portland, Oregon 97205

Attention: Mr. Gary J. Lekas

Gentlemen:

In this morning's mail, we received a copy of Summons and Complaint in the case of State of Oregon, ex rel, Hawkins-Hawkins vs. St. Paul Fire & Marine Insurance Co., et al.

The amount of the claim mentioned in complaint of $5,484.14 was filed in our office April 8, 1966, against Contract No. 6490 awarded to Groesbeck-Durbin, Inc.

Your letter and the complaint are being forwarded to the attention of our Chief Counsel, Mr. George Rohde.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

cc: Mr. George Rohde

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, ex rel, HAWKINS-HAWKINS CO., INC., a California corporation, Plaintiff, vs ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a Minnesota Corporation, GROESBECK-DURBIN, INC., an Oregon Corporation, and VERN HOAGLIN CONSTRUCTION CO., INC., an Oregon Corporation, Defendants.	)	NO. 338589 COMPLAINT IN LAW

COMES NOW plaintiff and for cause of action against defendants and each of them alleges as follows:

I.

That plaintiff is the State of Oregon and this action is brought on the relation of Hawkins-Hawkins Co., Inc., a corporation duly organized and existing under the laws of the State of California.

II.

That defendant St. Paul Fire and Marine Insurance Company (hereinafter called Insurance Company) is a corporation duly organized and existing under the laws of the State of Minnesota, and defendant Groesbeck-Durbin, Inc. (hereinafter call Groesbeck) is a corporation organized and existing under the laws of the State of Oregon, and Vern Hoaglin Construction Co. (hereinafter called Hoaglin) is a corporation organized and existing under the laws of the State of Oregon.

III.

That on or about August 27, 1964, within the State of

Oregon, defendant Groesbeck entered into an agreement with plaintiff, by the terms of which Groesbeck was to grade, pave and sign the Coyote-Grave Creek section of the Pacific Highway, County of Josephine, State of Oregon, pursuant to Contract No. 64-90 of the Oregon State Highway Commission.

IV.

That on the 5th day of September, 1964, defendant Groesbeck, as principal, and Insurance Company as surety, executed and delivered to plaintiff their performance bond for the faithful performance of the work to be performed under the contract entered into by defendant Groesbeck with plaintiff and that a copy of said bond, marked Exhibit A is attached hereto and incorporated herein the same as if set forth in full.

V.

That according to the terms of said performance bond, defendants Groesbeck and Insurance Company are obligated to make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor, or subcontractors, equipment, supplies, labor or material for the prosecution of the work, or any part thereof as provided for in the above contract.

VI.

That plaintiff did supply guardrail, hardware and perform grading and paving and signing and incidental work for Groesbeck and for Hoaglin, subcontractor of Groesbeck, all upon request and under said Contract No. 64-90.

VII.

That there remains owing to plaintiff from defendants, and each of them, the sum of $5,484.14, together with interest thereon from April 8, 1966, on account of the foregoing and defendants have failed and refused to pay said amount due plaintiff.

VIII.

That on or about October 20, 1966, the Oregon State Highway Commission, the public body which let the above contract, affirmatively accepted the construction project and work performed under said contract.

IX.

That on or about April 4, 1966, and prior to the expiration of six (6) months following the acceptance of the work by the affirmative action of the public body which let the contract, plaintiff gave notice of this claim to defendants and as required under the provisions of ORS 279.526 and ORS 279.528.

X.

That more than six months have elapsed since giving of notice to defendant Insurance Company and plaintiff has incurred reasonable attorneys' fees in the amount of $5,000.

WHEREFORE, plaintiff demands judgment against the defendants, and each of them as follows:

1. In the amount of $5,484.14, together with interest thereon at 6% from April 8, 1966.

2. For the sum of $5,000.00 attorneys' fees.

3. For plaintiff's costs and disbursements incurred herein.

WHITE, SUTHERLAND & GILBERTSON
And GARY J. LEKAS

s/Gary J. Lekas
Attorneys for Plaintiff

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MAY 22 1968
OREGON
STATE HIGHWAY COMMISSION

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[illegible] 1 - [illegible]
FOR FILING

WHITE, SUTHERLAND AND GILBERTSON
ATTORNEYS AND COUNSELORS AT LAW
1200 JACKSON TOWER
PORTLAND, OREGON 97205
227-0537

THOMAS J. WHITE
WILLIAM F. WHITE
NORMAN E. SUTHERLAND
JOHN U. YERKOVICH
JOHN R. GILBERTSON
RICHARD J. BROWNSTEIN
E. WAYNE CORDES
GARY J. LEKAS
RUSSELL M. ALLEN
MILES SWEENEY

[illegible]

April 19, 1968

CERTIFIED MAIL

St. Paul Fire Marine Insurance Company
1300 Northeast Irving Street
Portland, Oregon

Groesbeck-Durbin, Inc.
Post Office Box 1396
Eugene, Oregon

Re: Hawkins-Hawkins Co., Inc. vs
St. Paul Fire Marine Insurance Co.,
Groesbeck-Durbin, Inc. and
Hoaglin Construction Co.;
Oregon State Highway Department
Contract No. 6490, August 27, 1964

Gentlemen:

On behalf of Hawkins-Hawkins Co., Inc. demand is made for the payment of $5,484.14, plus interest at 6% from April 8, 1966, to date, for supplying in 1965 of guardrail, hardware, grading, paving, signing and installation of guardrail and incidental work, all on the Coyote Creek-Grave Creek section of the Oregon State Highway, Josephine County.

The claim is made against Groesbeck-Durbin, Inc., principal, and St. Paul Fire Marine Insurance Company, surety, on the performance bond executed September 5, 1964, in connection with the construction work, a copy of which is enclosed.

In the event payment in full is not made within five days of the receipt of this letter, legal action will be commenced for the collection of $5,484.14, plus interest, and for attorney's fees and court costs.

Very truly yours,

WHITE, SUTHERLAND AND GILBERTSON

Cw ✓

GARY J. LEKAS

NOTED
FLOYD QUERY

GJL/skh
cc: Hawkins-Hawkins Co., Inc.
State of Oregon - Attn: Mr. Floyd Query
Hoaglin Construction Co.
Attn: Mr. C. E. Wheelock

RECEIVED
APR 22 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1 - [illegible]
[illegible]

WHITE, SUTHERLAND AND GILBERTSON
ATTORNEYS AND COUNSELORS AT LAW
1200 JACKSON TOWER
PORTLAND, OREGON 97205
227-0537

THOMAS J. WHITE
WILLIAM F. WHITE
NORMAN E. SUTHERLAND
JOHN U. YERKOVICH
JOHN R. GILBERTSON
RICHARD J. BROWNSTEIN
E. WAYNE CORDES
GARY J. LEKAS
RUSSELL M. ALLEN
MILES SWEENEY

I 9-[illegible]

April 19, 1968

CERTIFIED MAIL

St. Paul Fire Marine Insurance Company
1300 Northeast Irving Street
Portland, Oregon

Groesbeck-Durbin, Inc.
Post Office Box 1396
Eugene, Oregon

Re: Hawkins-Hawkins Co., Inc. vs
St. Paul Fire Marine Insurance Co.,
Groesbeck-Durbin, Inc. and
Hoaglin Construction Co.;
Oregon State Highway Department
Contract No. 6490, August 27, 1964

Gentlemen:

On behalf of Hawkins-Hawkins Co., Inc. demand is made for the payment of $5,484.14, plus interest at 6% from April 8, 1966, to date, for supplying in 1965 of guardrail, hardware, grading, paving, signing and installation of guardrail and incidental work, all on the Coyote Creek-Grave Creek section of the Oregon State Highway, Josephine County.

The claim is made against Groesbeck-Durbin, Inc., principal, and St. Paul Fire Marine Insurance Company, surety, on the performance bond executed September 5, 1964, in connection with the construction work, a copy of which is enclosed.

In the event payment in full is not made within five days of the receipt of this letter, legal action will be commenced for the collection of $5,484.14, plus interest, and for attorney's fees and court costs.

Very truly yours,

WHITE, SUTHERLAND AND GILBERTSON

NOTED
FLOYD QUERY

Cc ✓

GARY J. LEKAS

RECEIVED
APR 22 1968
OREGON
STATE HIGHWAY COMMISSION

GJL/skh
cc: Hawkins-Hawkins Co., Inc.
State of Oregon - Attn: Mr. Floyd Query
Hoaglin Construction Co.
Attn: Mr. C. E. Wheelock

RECEIVED
MAR 27 1967

FOR FILING

7 5-2 (37) 72.

6490

March 24, 1967

St. Paul Fire and Marine Insurance Company
Portland Office
1500 N.E. Irving Street
Portland, Oregon 97232

Gentlemen:

A post-final payment for $7,280 will be made to Groesbeck-Durbin, Inc., on Contract No. 6490 for grading, paving, and signing on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,450,434.24 including the post-final payment. Of the total $129,634.45 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C.W. Head, Assistant Secretary

fhn

cc Groesbeck-Durbin, Inc.
P.O. Box 646
Eugene, Oregon 97401

Tromp & McKinley Agency
260 11th Avenue, East
Eugene, Oregon 97401
C.H. Maison
Attn: John Herr

RECEIVED
FEB 15 1967

6490

February 15, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 6
March 14, 1967 meeting

Gentlemen:

Grossbeck-Durbin, Inc., contractor on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County, Contract No. 6490, requests an extension of the specified completion date from October 1 to December 15, 1965.

The contractor's request is based on delays caused by power line adjustment, an overrun in embankment foundation excavation, slide repair work, a requirement that a new section of roadway be paved before it could be used as a detour, an overrun in surfacing materials, and an overrun in the total contract work.

The power line adjustment was made after the contract work had started, but the contractor knew of the necessity for this activity and had other work areas available so this adjustment is not believed to be a valid reason.

The embankment foundation excavation overran the original bid quantity by some 38 percent. Based on the time and equipment actually used, this overrun justifies an extension of 10 penalty days.

Several slides occurred on this project and corrective work was done by force account method. Because the contractor had other concurrent work in progress at the same time, an extension of 16 penalty days is justified after allowing for the progress made on the regular contract work.

The requirement to pave a section of the new roadway before allowing it to be used as a detour is not a valid reason for granting an extension.

The overruns in surfacing materials are offset by compensating underruns in asphalt concrete and we do not believe an extension is justified.

The final contract amount did overrun the original amount; however, this overrun was caused almost entirely by the slide correction work for which we are recommending the extension of 16 penalty days set forth above.

These reasons justify an extension of 26 penalty days which would extend the completion date to November 8, 1965.

The project was completed December 14, 1965. We recommend that the completion date be extended to November 8, 1965. This will reduce the liquidated damages to $6,720. This is a Federal-aid interstate project and we have Bureau of Public Roads concurrence.

This matter will be on the agenda for your consideration at the March 14 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB/DES:sg bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6490 Contractor Groesbeck - Durbin, Inc.

Highway Pacific

Section Coyote Creek - Grave Creek

Kind of Work Grading, Paving and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

The overrun in embankment foundation excavation justifies ~~14~~ 12 penalty days. Slide corrective work justifies an extension of ~~18~~ 16 penalty days.

Recommended for Approval:

John
Asst. Division Engineer

for Construction Engineer or ~~Bridge Engineer~~

F B Klaboe
Assistant State Highway Engineer

Contract No. 6490

Project designation I-5-2(37)72
State-Federal

Date awarded August 27, 1964

Work started September 3rd, 1964

Per cent completed 100% - 12-14-65
Date

Specified Completion Date
~~No. of Workdays Allowed~~ 10-1-65

Date Completed
~~No. of Workdays Used~~ 12-14-65

Request extension to 11-17-65

~~No. of Added Workdays Requested~~ XXXXXXXXXXXX

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date **December 1**, 19 **66**

Gentlemen:

We, the undersigned, respectfully request an ~~increase~~ extension in the ~~number of workdays~~ completion date from 10-1-65 ~~days~~ to 12/15/65 ~~days~~, within which to complete our Contract No. 6490, without the assessment of liquidated damages. The said contract is described as follows: Coyote Creek – Grave Creek Section, Grading Paving and Signing

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter dated October 11, 1966

Respectfully submitted,

GROESBECK-DURBIN, INC.
Contractor

By

CONSENT OF SURETY

Date December 1, 19 66

We, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Ronald C. Bochi
Attorney-in-fact

TROMP & McKINLEY AGENCY
Ronald C. Bochi
Resident Agent

(SEAL)

GROESBECK-DURBIN, INC.
P.O. BOX 1396
EUGENE, OREGON

October 11, 1966

Mr. A. L. Chapman, Resident Engineer
Oregon State Highway Department
P.O. Box 306
Grants Pass, Oregon

Subject: Coyote Creek--Grave Creek Section
Contract No. 6490

Dear Sir:

We are enclosing the PR 47 Reports covering our operation and those of subcontractors, Roy L. Houck Sons' Corporation, Vern Hoaglin Construction Co., Hamilton Construction Co., Beaver State Contractors and Aichele Landscaping for the final pay estimate on the above project. At this time we are taking the opportunity to request the Highway Commission to give us an extension of time on the contract or waive the liquidated damages assessed for a fifty day delay in the amount of $14,000.00.

Our position in regard to this request is as follows:

1. The original contract was dated August 27, 1964. Work began September 3, 1964. On that day a subcontractor, Beaver State Contractors, Inc. began clearing and grubbing. Unfortunately, the weather was such that there wasn't sufficient rain to allow the burning of debris until the week ending October 31. Despite this problem we could have worked in the areas between stations 280 and 287 except for the fact that the power company did not get in and move the power poles. The Field Engineer's weekly reports covering the period October 10 through 31, show that as early as the week ending October 10, the delay in moving power poles caused us to shift our areas of operation and the poles weren't removed and adjusted until after November 7, 1964. This was more than 60 days after work commenced. The areas we were forced to move into were those areas where dry weather had prevented us from burning debris. By the time the poles were removed and the weather damp enough to burn, it was so wet we were unable to complete excavation before the winter shut down. This combination of weather and power poles threw the whole first end of the schedule off.

We are asking for a 14 day extension because of the failure to have the poles removed under the circumstances of this particular project.

2. As indicated on the weekly report for the period ending November 7, 1964, a totally unexpected refuse pile and pocket of blue clay was found in the embankment foundation at station 368. There was no indication from the information available to us prior to the discovery that this problem would be encountered. As a result our embankment foundation work overran 38.3%. Much of this was in depth of excavation which materially slowed our output. Again, the discovery was made and the delay encountered just before the weather closed in that winter and disrupted our first season schedule.

We are asking for a 20 day extension because of this unexpected development in the type of material encountered.

3. On November 7 and 9, 1964, a slide started between stations 319 and 330. There was a large slide movement on November 28. On November 13, 1964, we submitted a price to the department for removal of the slide. It was not until May 11, 1965 that a change order was issued authorizing us to clear the slide. We began work on May 12th. On May 21, there was another slide and between May 21 and June 16, 1965, we double shifted on force account to get this slide removed.

Aside from the actual delay of having to remove the slide, the contract expectations on fill were changed to utilize the slide material. Originally, it was planned to use the red material overlying the ground in this area for fill. This type of material was to come from cuts to be excavated. With the availability of slide material which was considered to be superior for fill, we were required to waste the red material as it was excavated instead of using it.

We are asking for a 20 day extension because of this set of circumstances.

4. Basically, this project was for the widening of a two-lane highway into a four-lane highway. The requirements of the contract and the physical requirements of the project required us to prepare the new roadbed, divert traffic over it, and start tearing up the old road. The custom of the industry as we know it, and the custom followed in the area of this project on other jobs at the time was that traffic could be directed to the new section and run on gravel if it was kept dust free. On our project

when the new section was gravelled and we thought ready for temporary traffic, Mr. Chapman informed us that he wouldn't approve the routing until we had laid a bituminous base on the gravel. While technically Mr. Chapman may have been within his rights, this was a condition which was unanticipated by us from our experience and knowledge of the industry. As a result of this requirement, the whole schedule of lane changes and work was disrupted while we applied a bituminous base to the gravel to meet Mr. Chapman's requirements. We are asking for a 10 day extension for meeting this requirement.

5. At the end of the job, either through an original error in estimates or for some other reason not known to us, the amounts of material to prepare for final rocking and paving overran. The ¾-0" overran 20.7%; the plant mix bituminous base 16.2%; and the asphalt in bituminous base 15.0%. This was a critical period in time to encounter overruns and we are requesting a 5 day extension for these changes in anticipated quantity.

6. The original contract period was to end October 1, 1965. In terms of days allowed, not excepting the winter days when work could not proceed, this was a 399-day contract (August 27, 1964 to October 1, 1965). This was a particularly tight schedule for the size of the job and the physical conditions, including traffic. The increase in work over the original estimate was 8.1% of the total days, which would be less than the actual percentage as applied to days on which work could proceed. As a minimum, we feel we should be allowed an extension by that amount, or 32 days (8.1% of 399).

By the time October 1 arrived the work was substantially completed. The road was in use and the liquidated damages being assessed result from accessory portions of the contract such as fences which were not completed within the time limit. While we recognize the right of the State to assess us the damages claimed, we feel fairness indicates an adjustment should be made. We will be glad to sit down and discuss this matter in detail with representatives of the commission with the hope some satisfactory solution can be reached.

Very truly yours,

GROESBECK-DURBIN, INC.

Wallace R. Durbin

Wallace R. Durbin, President

encl.

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe, Asst State Hwy Engr

DATE: February 7, 1967

In reply refer to: 08-35-DB

A. W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(37)72
Coyote Creek-Grave Creek Section, Pacific Highway
Request for Time Extension

Your letter of January 27, 1967 requesting our concurence in an extension of the specified completion date from October 1 to November 8, 1965 on the subject project due primarily to overruns in contract items and extra work has been reviewed.

This same set of circumstances has occurred on a number of other contracts and an equitable adjustment in the established time was granted in each case. Thus, as we have in the past, after reviewing the entire matter based on our previous determinations, concur in your recommendation to extend the specified completion date on the project to November 8, 1965 for the reasons stated in your letter.

REFERRED TO
Morgan - Young - Masson
BY ASST. STATE HWY. ENGR.
2-10-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1967

SUBJECT: Extension of Time
Coyote Creek-Grave Creek Section
Pacific Highway
Contract No. 6490

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a request from Groesbeck-Durbin, Inc., contractor on the subject contract, for an extension of the specified completion date from October 1 to December 15, 1965 without the assessment of liquidated damages. The contractor's request is based on six items:

1. A delay caused by failure to move power poles in the construction area.

2. An overrun in Embankment Foundation Excavation.

3. Additional work required as a result of slides and their subsequent correction.

4. A delay caused by the State's requirement that a new section of roadway be treated with bituminous base before it could be used as a detour.

5. An overrun in 3/4"-0 material, plant-mix bituminous base and asphalt in bituminous base.

6. An overrun in the original contract work.

There are analyzed as follows:

1. The project plans showed some power poles in the work area, 6 of them in one 700-foot section. A standard specification cautions the contractor to exercise due care and caution for any utilities which may be in the work area. It is true that the power line adjustment was made after the contract work had started, but the contractor had many other areas of work available to him and the 60 days required to complete the power line adjustment did not slow his overall production to any measurable extent. Reports show approximately 1/3 of the grading was accomplished during this interval, and at rates comparable to later work.

2. There was an overrun in the embankment foundation excavation amounting to almost 21,000 cubic yards, which represents 38 per cent of the original contract quantity. The overrun occurred because of increased depth, and this type of excavation very definitely hampered his overall production. It was performed during about ten weeks in late fall of 1964 and early spring of 1965 and required from 30 to 70 per cent of the grading equipment. Assuming 50 per cent of the grading capacity was utilized for this time, the 38 per cent overrun justifies 10 penalty days extension. 10

3. Several slides did occur on this project in the fall of 1964 and one slide in the spring of 1965. An Extra Work Order and subsequent supplemental orders were issued to cover the cost of performing slide corrective work. These orders totalled almost $123,000, which was partly offset by an underrun in general excavation of $46,000. (Most of the slide material was used in fill, and borrow excavation was reduced accordingly.) Extra clearing and re-sloping were required. The contractor accomplished this slide corrective work over a period of about 7 weeks in May and June of 1965; however, other concurrent work was in progress. The money value of just the extra slide work was 44 per cent of the project amount earned during the 7-week period. On this time/money relationship, 16 penalty days can be attributed to the extra slide work. 16

4. We did require the contractor to place a bituminous base on a new section of roadway before we would allow him to utilize it as a detour. He had assumed that he could use this section as a detour when it was adequately surfaced with only rock. We do not believe this alleged delay constitutes a valid reason for granting an extension.

5. There was an overrun in the 3/4"-0 material amounting to some 27 per cent, in plant-mix bituminous base amounting to 16 per cent and asphalt in bituminous base amounting to 36 per cent. These overruns in actual quantities were relatively small and we believe that the compensating underrun of 13 percent in asphalt concrete more than offsets any delay which might have occurred because of the overruns.

6. The original contract amount did overrun about 8 per cent. The overrun was caused by work performed in connection with the slide repair work and some other minor force account work and bid item overruns. The major reasons are already covered from the time standpoint in Paragraphs 2 and 3 above.

The original completion date for this project was October 1, 1965. The project was completed December 14, 1965, at which time 50 penalty days (74 calendar days) had accrued amounting to $14,000 in liquidated damages. Based on the overrun in embankment foundation excavation and the slide repair work, we recommend that 26 penalty days extension be granted, which extends the completion date to November 8, 1965. This will reduce the liquidated damages to $6,720.

This project is governed by the 1954 Standard Specification with the restrictive clause added in the special provisions deleting all reasons for time extensions with the exception of strikes. This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that our reasons for recommending an extension under normal circumstances would be valid. The Bureau of Public Roads has previously concurred in extensions of time on these project with the restrictive wording when there were extenuating circumstances. We believe this project is similar to the Grave Creek-Jumpoff Joe Creek contract in which the Bureau concurred in an extension of time.

We have tried without success to find an explanation of why this request was made so late. The final voucher was sent to the contractor April 19, 1965. He did not make this request until October 11, 1965 when he submitted PR 47 forms by letter. The form request came later, December 1, 1965. In deleting all reasons for time extension, the specification requiring written notice prior to the specified completion date was also deleted. The 90-day limitation on submission of claims after final voucher transmittal remains in effect, but does not necessarily apply to a time extension request. This has been discussed with Mr. Johansen who advises that the lateness of this request would be "a slender reed" on which to base refusal.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB/DES:sg
Enc.

cc: L.H. Young

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[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 30 1967

FOR FILING

I-5-2(37)72

6170

January 27, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Coyote Creek-Grave Creek
Section, Pacific Highway
Project No. I-5-2(37)72

Dear Sir:

We have received from Groesbeck-Durbin, Inc., contractor on the subject project, a request for an extension of the specified completion date from October 1 to December 15, 1965. The contractor's request is based on six items:

1. A delay caused by failure to move power poles in the construction area.
2. An overrun in embankment foundation excavation.
3. Additional work required as a result of slides and their subsequent correction.
4. A delay caused by the State's requirement that a new section of roadway be treated with bituminous base before it could be used as a detour.
5. An overrun in 3/4"-0 material, plant-mix bituminous base and asphalt in bituminous base.
6. An overrun in the original contract work.

Our analysis of these reasons is as follows:

1. The project plans showed some power poles in the work area, six of them in one 700-foot section. A standard specification cautions the contractor to exercise due care for any utilities which may be in the work area. It is true that the power line adjustment was made after the contract work had started but the contractor had many other areas of work available to him and the 60 days required

to complete the power line adjustment did not slow his overall production to any measurable extent. Reports show approximately one-third of the grading was accomplished during this interval and at rates comparable to later work.

2. There was an overrun in the embankment foundation excavation amounting to almost 21,000 cubic yards, which represents 38 percent of the original contract quantity. The overrun occurred because of increased depth, and this type of excavation very definitely hampered his overall production. It was performed during about ten weeks in late fall of 1964 and early spring of 1965 and required from 30 to 70 percent of the grading equipment. Assuming 50 percent of the grading capacity was utilized for this time, the 38 percent overrun justifies 10 penalty days' extension.

3. Several slides did occur on this project in the fall of 1964 and one slide in the spring of 1965. An Extra Work Order and subsequent supplemental orders were issued to cover the cost of performing slide corrective work. These orders totalled almost $123,000, which was partly offset by an underrun in general excavation of $46,000. (Most of the slide material was used in fill, and borrow excavation was reduced accordingly.) Extra clearing and re-sloping were required. The contractor accomplished this slide corrective work over a period of about seven weeks in May and June of 1965; however, other concurrent work was in progress. The money value of just the extra slide work was 44 percent of the project amount earned during the seven-week period. On this time/money relationship, 16 penalty days can be attributed to the extra slide work.

4. We did require the contractor to place a bituminous base on a new section of roadway before we would allow him to utilize it as a detour. He had assumed that he could use this section as a detour when it was adequately surfaced with only rock. We do not believe this alleged delay constitutes a valid reason for granting an extension.

5. There was an overrun in the 3/4"-0 material amounting to some 27 percent, in plant-mix bituminous base amounting to 16 percent and asphalt in bituminous base amounting to 36 percent. These overruns in actual quantities were relatively small and we believe that the compensating underrun of 13 percent in asphalt concrete more than offsets any delay which might have occurred because of the overruns.

6. The original contract amount did overrun about 8 percent. The overrun was caused by work performed in connection

with the slide repair work and some other minor force account work and bid item overruns. The major reasons are already covered from the time standpoint in paragraphs 2 and 3 above.

This project is governed by 1954 Standard Specifications with all of the reasons for extending contract time (except strikes) deleted by a special provision. As in several past instances, we feel that the contractor is entitled to equitable adjustment in the established contract time due to the reasons mentioned above.

The original completion date for this project was October 1, 1965. The contract was completed December 14, 1965. The reasons listed above justify an extension of 26 penalty days or to November 8, 1965, (Saturdays, Sundays and holidays are excluded). We recommend that the completion date be extended to this date and your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB/DES:sg srb

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OCT 24 1966
FOR FILES

I-5-2(37)72

6470

October 21, 1966

St. Paul Fire and Marine Insurance Company
Portland Office
1500 N.E. Irving Street
Portland, Oregon 97232

Gentlemen:

Contract No. 6490 awarded to Groesbeck-Durbin, Inc., for grading, paving, and signing on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County was completed on December 14, 1965, and accepted by the Highway Commission on October 20, 1966.

Final payment in the amount of $67,092.26 will be released to the contractor after October 28, 1966. The total contract amount is $1,443,154.24 including $129,634.45 for work performed under force account.

You have been advised previously that a claim has been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Groesbeck-Durbin, Inc.
P.O. Box 646
Eugene, Oregon

Tromp and McKinley Agency
260 11th Avenue East
Eugene, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 21 1966

[illegible]

6490

October 20, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed December 14, 1965, on Contract No. 6490. The contract was with Groesbeck-Durbin, Inc. and was for grading, paving, and signing on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 20, 1966, and that you concur in this procedure at the Commission meeting on November 22.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

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FOR FILIN

[illegible] (37) 72

6490

Oregon State Highway Department

April 28, 1966

Accounting Division (X)
Bridge Division ( )
Construction Division (X)

Traffic Division ( )
Division Engineer (No. 3) (X)
Maintenance Division ( )
(Seeding & Mulching Sec.)

Project No. I-5-2(37)72, Coyote Creek-Grave Creek Section, Contract No. 6490, Prefix 617-1061, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by May 31, 1966, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:ak

STATE COPY

Monthly transaction number 4-82	PR-2A U.S. DEPARTMENT OF COMMERCE 57) BUREAU OF PUBLIC ROADS **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	te Oregon
		County Josephine
Project report number 11 #6490 4-13-66		Project number I-5-2(37)72

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 22, 1964, is hereby modified as follows:

Revised estimated total cost of project $ 1,706,800

Revised Federal funds $ 1,574,500.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 13th day of April, 1966.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Klaboe

Assistant State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

XXX A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(37)72

COYOTE CREEK-GRAVE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.) Revised estimate occasioned by the elimination of work retained in PS & E and utility estimate included.

Salem, Oregon, February 24, 1966

Type Code 6201
Roadway (Sta. 215+50 to Sta. 275+00)(Contract No. 6490)

Clearing and Grubbing	All	Required		$ 66,166.00
Drainage Excavation, Unclassified	6,500	cu.yds.	$ 2.50	16,250.00
Embankment Foundation Excavation, Unclassified	54,700	cu.yds.	0.50	27,350.00
General Excavation, Unclassified	1,040,400	cu.yds.	0.41	426,564.00
Short Overhaul	3,568,600	yd.sta.	0.01	35,686.00
Long Overhaul	106,100	C-yd.sta.	0.30	31,830.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	10,000	lin.ft.	0.20	2,000.00
Seeding	37	acre	110.00	4,070.00
Mulching	37	acre	250.00	9,250.00
Grass Seed, Creeping Red Fescue	400	lbs.	1.00	400.00
Grass Seed, Chewings Fescue	295	lbs.	1.00	295.00
Grass Seed, Perennial Ryegrass	110	lbs.	1.00	110.00
Grass Seed, Newport Bluegrass	185	lbs.	1.00	185.00
Dutch White Clover	110	lbs.	1.00	110.00
Inorganic Fertilizer, 10-16-8	150	cwt.	6.00	900.00
12-inch Culvert Pipe	4,800	l.ft.	3.60	17,280.00
18-inch Culvert Pipe	710	l.ft.	5.30	3,763.00
24-inch Culvert Pipe	1,470	l.ft.	7.60	11,172.00
30-inch Culvert Pipe	210	l.ft.	9.60	2,016.00
48-inch Culvert Pipe	140	l.ft.	21.50	3,010.00
12-inch Metal Culvert Pipe	430	l.ft.	3.60	1,548.00
Extra for Pipe Under Pavement	270	l.ft.	10.00	2,700.00
Salvage and Reinstall Culvert Pipe	20	l.ft.	10.00	200.00
12-inch Culvert End Sections	20	only	30.00	600.00
18-inch Culvert End Sections	6	only	50.00	300.00
24-inch Culvert End Sections	8	only	75.00	600.00
30-inch Culvert End Sections	4	only	100.00	400.00
8-inch Metal Drain Pipe	390	l.ft.	2.30	897.00
6-inch Perforated Drain Pipe	6,500	l.ft.	2.00	13,000.00
10-inch Perforated Drain Pipe	300	l.ft.	2.90	870.00
6-inch Perforated Metal Drain Pipe	350	l.ft.	2.00	700.00
8-inch Perforated Metal Drain Pipe	3,600	l.ft.	2.50	9,000.00
10-inch Perforated Metal Drain Pipe	1,230	l.ft.	3.00	3,690.00
12-inch Perforated Metal Drain Pipe	300	l.ft.	3.80	1,140.00
Special Backfill in Drains	1,700	cu.yds.	7.00	11,900.00
Corrugated Metal Catch Inlets	10	only	100.00	1,000.00
Concrete Inlets, Type G-1	40	only	130.00	5,200.00

Concrete Inlets, Type D	8 only	$150.00	$ 1,200.00
18-inch Junction Boxes	2 only	200.00	400.00
24-inch Junction Boxes	1 only	225.00	225.00
Class "A" Concrete	120 cu.yds.	75.00	9,000.00
Metal Reinforcement	11,000 lbs.	0.15	1,650.00
Metal Guard Rail	43,000 l.ft.	2.45	105,350.00
Metal Median Barrier	700 l.ft.	3.75	2,625.00
Type 2 Barricade	440 l.ft.	2.50	1,100.00
Rail End Pieces	24 only	4.00	96.00
Guard Rail Blocks	770 only	1.75	1,347.50
Portable Barricades	6 only	85.00	510.00
Guide Posts, W-1	190 only	7.00	1,330.00
Type 2 Fence	2,100 rods	7.50	15,750.00
Detour Surfacing	1,000 l.ft.	7.00	7,000.00
Coarse Crushed Material in Base	109,600 tons	1.65	180,840.00
¾" - 0 Material in Base	10,100 tons	1.70	17,170.00
Sprinkling	5,400 M-gals.	3.00	16,200.00
Plant-Mix Bituminous Base	12,800 tons	4.00	51,200.00
Asphalt in Bituminous Base	510 tons	37.00	18,870.00
Asphaltic Concrete Mixture	30,000 tons	4.00	120,000.00
Asphalt in Mixture	1,650 tons	4.00	61,050.00
RS-1 Asphalt	8 tons	100.00	800.00
Asphaltic Concrete Curbs	9,700 l.ft.	1.00	9,700.00
Removal of Existing Sign Installations	All Required		250.00
Wood Sign Posts	All Required		500.00
Type "C" & "D" Signs in Place	423 sq.ft.	3.70	1,565.10
			$1,347,880.60
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Slide Removal	All Required		150,000.00
Horizontal Drains	All Required		25,000.00
			$ 190,000.00
Utility			
Pacific Power & Light Co.	All Required		$ 13,756.00
	Subtotal		$1,551,636.60
	10% Engr. & Cont.		155,163.40
	Total		$1,706,800.00

Length of Roadway - - - - - - - - - - - - - - 3.021 mi.
Cost of Roadway per mile - - - - - - - - - - $564,978.48

Federal Funds -	$1,574,500.00
State Funds -	132,300.00
	$1,706,800.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

COYOTE CREEK-GRAVE CREEK SECTION

Project No. I-5-2(37)72

Estimated Cost of Work by the Pacific Power and Light Company.

Material	$ 3,960.00
Labor	9,493.00
Equipment	1,100.00
Accounting and Administration (10%)	1,455.00
Salvage Credit	(2,252.00)
	$13,756.00

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 10-4	FOR R-2 (RE 64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
		COUNTY Josephine
PROJECT REPORT NO. [illegible] 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	PROJECT NO. I-5-2(37)72

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 - Coyote Cr. to Grave Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	8-3-64	3.021
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,691,668.00	$ 1,556,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX ~~By~~ A. W. Parsons
(Division Engineer)

By: LR Backlund
L. R. Backlund, Administrative Manager

Date executed by Division Engineer September 22, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal Aid
Project No. I-5-2(37)72

COYOTE CREEK-GRAVE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1964

Type Code 6201
Roadway (Sta. 215+50 to Sta. 375+00) (Contract 6490)

Clearing and Grubbing	All	Required		$ 66,166.00
Drainage Excavation, Unclassified	6,500	cu.yds	$ 2.50	16,250.00
Embankment Foundation Excavation, Unclassified	54,700	cu.yds	0.50	27,350.00
General Excavation, Unclassified	1,040,400	cu.yds.	0.41	426,564.00
Short Overhaul	3,568,600	yd.stas.	0.01	35,686.00
Long Overhaul	106,100	C-yd.sta.	0.30	31,830.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	10,000	lin.ft.	0.20	2,000.00
Seeding	37	acres	110.00	4,070.00
Mulching	37	acres	250.00	9,250.00
Grass Seed, Creeping Red Fescue	400	lbs	1.00	400.00
Grass Seed, Chewings Fescue	295	lbs.	1.00	295.00
Grass Seed, Perennial Ryegrass	110	lbs.	1.00	110.00
Grass Seed, Newport Bluegrass	185	lbs.	1.00	185.00
Dutch White Clover	110	lbs.	1.00	110.00
Inorganic Fertilizer, 10-16-8	150	cwt.	6.00	900.00
12-inch Culvert Pipe	4,800	lin.ft.	3.60	17,280.00
18-inch Culvert Pipe	710	lin.ft.	5.30	3,763.00
24-inch Culvert Pipe	1,470	lin.ft.	7.60	11,172.00
30-inch Culvert Pipe	210	lin.ft.	9.60	2,016.00
48-inch Culvert Pipe	140	lin.ft.	21.50	3,010.00
12-inch Metal Culvert Pipe	430	lin.ft.	3.60	1,548.00
Extra for Pipe Under Pavement	270	lin.ft.	10.00	2,700.00
Salvage and Reinstall Culvert Pipe	20	lin.ft.	10.00	200.00
12-inch Culvert End Sections	20	only	30.00	600.00
18-inch Culvert End Sections	6	only	50.00	300.00
24-inch Culvert End Sections	8	only	75.00	600.00
30-inch Culvert End Sections	4	only	100.00	400.00
8-inch Metal Drain Pipe	390	lin.ft.	2.30	897.00
6-inch Perforated Drain Pipe	6,500	lin.ft.	2.00	13,000.00
10-inch Perforated Drain Pipe	300	lin.ft.	2.90	870.00
6-inch Perforated Metal Drain Pipe	350	lin.ft.	2.00	700.00
8-inch Perforated Metal Drain Pipe	3,600	lin.ft.	2.50	9,000.00

10-inch Perforated Metal Drain Pipe	1,230	lin.ft.	$ 3.00	$ 3,690.00
12-inch Perforated Metal Drain Pipe	300	lin.ft.	3.80	1,140.00
Special Backfill in Drains	1,700	cu.yds.	7.00	11,900.00
Corrugated Metal Catch Inlets	10	only	100.00	1,000.00
Concrete Inlets, Type G-1	40	only	130.00	5,200.00
Concrete Inlets, Type D	8	only	150.00	1,200.00
18-inch Junction Boxes	2	only	200.00	400.00
24-inch Junction Boxes	1	only	225.00	225.00
Class "A" Concrete	120	cu.yds.	75.00	9,000.00
Metal Reinforcement	11,000	lbs.	0.15	1,650.00
Metal Guard Rail	43,000	lin.ft.	2.45	105,350.00
Metal Median Barrier	700	lin.ft.	3.75	2,625.00
Type 2 Barricade	440	lin.ft.	2.50	1,100.00
Rail End Pieces	24	only	4.00	96.00
Guard Rail Blocks	770	only	1.75	1,347.50
Portable Barricades	6	only	85.00	510.00
Guide Posts, W-1	190	only	7.00	1,330.00
Type 2 Fence	2,100	rods	7.50	15,750.00
Detour Surfacing	1,000	lin.ft.	7.00	7,000 00
Coarse Crushed Material in Base	109,600	tons	1.65	180,840.00
3/4"-0 Material in Base	10,100	tons	1 70	17,170.00
Sprinkling	5,400	M-gals.	3.00	16,200.00
Plant-mix Bituminous Base	12,800	tons	4.00	51,200.00
Asphalt in Bituminous Base	510	tons	37.00	18,870.00
Asphaltic Concrete Mixture	30,000	tons	4.00	120,000.00
Asphalt in Mixture	1,650	tons	37.00	61,050.00
RS-1 Asphalt	8	tons	100.00	800.00
Asphaltic Concrete Curbs	9,700	lin.ft.	1.00	9,700.00
Removal of Existing Sign Installations	All	Required		250.00
Wood Sign Posts	All	Required		500.00
Type "C" and "D" Signs in Place	423	sq.ft.	3.70	1,565.10
				$1,347,880.60
Flagging (57½% of Contractor's Cost)	All	Required		$ 15,000.00
Slide Removal	All	Required		150,000.00
Horizontal Drains	All	Required		25,000.00
				$ 190,000.00
	Subtotal			$1,537,880.60
	10% Engr. & Cont.			153,787.40
	Total			$1,691,668.00

Length of Roadway - - - - - - - - - - - - - - -3.021 miles
Cost of Roadway per Mile- - - - - - - - - - - -$559,969.54

Federal Funds -	$1,556,000.00
State Funds -	135,668.00
	$1,691,668.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint.: Chap. 529, laws 1939.

Work Retained in PS & E Status

Description	Total Cost	Federal Funds	State Funds
Work by Pacific NW Bell	$ 6,600.00	$ 6,000.00	$ 600.00
Work by Pacific Power and Light Co.	9,350 00	8,600.00	750.00
Work by Calif-Pacific Utility	330.00	300.00	30.00
	$ 16,280.00	$ 14,900.00	$ 1,380.00

Oregon State Highway Department

Federal Aid
Project No. I-5-2(37)72

COYOTE CREEK-GRAVE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 16, 1964

Type Code 6201
Roadway (Sta. 215+50 to Sta. 375+00)

Clearing and Grubbing	All	Required		$ 75,000.00
Drainage Excavation, Unclassified	6,500	cu.yds.	$ 3.00	19,500.00
Embankment Foundation Excavation, Unclassified	54,700	cu.yds.	0.85	46,495.00
General Excavation, Unclassified	1,040,400	cu.yds.	0.65	676,260.00
Short Overhaul	3,568,600	yd.sta.	0.01	35,686.00
Long Overhaul	106,100	C-yd.sta.	0.40	42,440.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	10,000	lin.ft.	0.20	2,000.00
Seeding	37	acres	150.00	5,550.00
Mulching	37	acres	200.00	7,400.00
Grass Seed, Creeping Red Fescue	400	lbs.	0.60	240.00
Grass Seed, Chewings Fescue	295	lbs.	0.60	177.00
Grass Seed, Perennial Ryegrass	110	lbs.	0.30	33.00
Grass Seed, Newport Bluegrass	185	lbs.	1.00	185.00
Dutch White Clover	110	lbs.	1.00	110.00
Inorganic Fertilizer, 10-16-8	150	cwt.	6.00	900.00
12-inch Culvert Pipe	4,800	lin.ft.	3.75	18,000.00
18-inch Culvert Pipe	710	lin.ft.	5.00	3,550.00
24-inch Culvert Pipe	1,470	lin.ft.	8.00	11,760.00
30-inch Culvert Pipe	210	lin.ft.	11.00	2,310.00
48-inch Culvert Pipe	140	lin.ft.	25.00	3,500.00
12-inch Metal Culvert Pipe	430	lin.ft.	3.75	1,612.50
Extra for Pipe Under Pavement	270	lin.ft.	5.00	1,350.00
Salvage and Reinstall Culvert Pipe	20	lin. ft.	3.00	60.00
12-inch Culvert End Sections	20	only	35.00	700.00
18-inch Culvert End Sections	6	only	40.00	240.00
24-inch Culvert End Sections	8	only	55.00	440.00
30-inch Culvert End Sections	4	only	110.00	440.00
8-inch Metal Drain Pipe	390	lin.ft.	2.50	975.00
6-inch Perforated Drain Pipe	6,500	lin.ft.	2.00	13,000.00
10-inch Perforated Drain Pipe	300	lin.ft.	3.00	900.00
6-inch Perforated Metal Drain Pipe	350	lin.ft.	2.00	700.00
8-inch Perforated Metal Drain Pipe	3,600	lin.ft.	2.50	9,000.00
10-inch Perforated Metal Drain Pipe	1,230	lin.ft.	3.00	3,690.00

12-inch Perforated Metal Drain Pipe	300	lin.ft.	$ 3.75	$ 1,125.00
Special Backfill in Drains	1,700	cu.yds.	6.00	10,200.00
Corr. Metal Catch Inlets	10	only	125.00	1,250.00
Concrete Inlets, Type G-1	40	only	100.00	4,000.00
Concrete Inlets, Type D	8	only	125.00	1,000.00
18-inch Junction Boxes	2	only	200.00	400.00
24-inch Junction Boxes	1	only	250.00	250.00
Class "A" Concrete	120	cu.yds.	75.00	9,000.00
Metal Reinforcement	11,000	lbs.	0.16	1,760.00
Metal Guard Rail	43,000	lin.ft.	2.50	107,500.00
Metal Median Barrier	700	lin.ft.	3.75	2,625.00
Type 2 Barricade	440	lin.ft.	4.00	1,760.00
Rail End Pieces	24	only	5.00	120.00
Guard Rail Blocks	770	only	2.00	1,540.00
Portable Barricades	6	only	75.00	450.00
Guide Posts, W-1	190	only	7.00	1,330.00
Type 2 Fence	2,100	rods	8.00	16,800.00
Detour Surfacing	1,000	lin.ft.	10.00	10,000.00
Coarse Crushed Material in Base	98,400	tons	2.00	196,800.00
3/4"-0 Material in Base	10,000	tons	2.10	21,000.00
Sprinkling	5,200	M-gals.	3.00	15,600.00
Plant-Mix Bituminous Base	12,800	tons	4.25	54,400.00
Asphalt in Bituminous Base	510	tons	38.00	19,380.00
Asphaltic Concrete Mixture	27,000	tons	4.50	121,500.00
Asphalt in Mixture	1,480	tons	38.00	56,240.00
RS-1 Asphalt	8	tons	75.00	600.00
Asphaltic Concrete Curbs	9,700	lin.ft.	0.75	7,275.00
Removal of Existing Sign Installations	All	Required		100.00
Wood Sign Posts	All	Required		640.00
Type "C" and "D" Signs in Place	423	sq.ft.	3.65	1,543.95
				$1,655,392.45
Flagging (57½% of Contractor's Cost)	All	Required		$ 15,000.00
Slide Removal	All	Required		150,000.00
Horizontal Drains	All	Required		25,000.00
				$ 190,000.00

Utilities

Work by Pacific N.W. Bell	All	Required	$ 6,000.00
Work by Pacific Power & Light Co.	All	Required	8,500.00
Work by California-Pacific Utility	All	Required	300.00
			$ 14,800.00

Subtotal	$1,860,192.45
10% Engr. & Cont.	186,018.55
Total	$2,046,211.00

Length of Roadway	3.021 miles
Cost of Roadway per Mile	$677,329.03

Federal Funds	$1,882,000.00
State Funds	164,211.00
	$2,046,211.00

Oregon State Highway Department

Federal Aid
Project No. I-5-2(37)72

COYOTE CREEK-GRAVE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 23, 1964

Type Code 6201
Roadway (Sta. 215+50 to Sta. 375+00)

Clearing and Grubbing	All	Required		$ 75,000.00
Drainage Excavation, Unclassified	6,500	cu. yds.	$ 3.00	19,500.00
Embankment Foundation Excavation, Unclassified	54,700	cu. yds.	0.85	46,495.00
General Excavation, Unclassified	1,040,400	cu. yds.	0.65	676,260.00
Short Overhaul	3,568,600	yd. sta.	0.01	35,686.00
Long Overhaul	106,100	C-yd. sta.	0.40	42,440.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	10,000	lin. ft.	0.20	2,000.00
Seeding	37	acres	150.00	5,550.00
Mulching	37	acres	200.00	7,400.00
Grass Seed, Creeping Red Fescue	400	lbs.	0.60	240.00
Grass Seed, Chewings Fescue	295	lbs.	0.60	177.00
Grass Seed, Perennial Ryegrass	110	lbs.	0.30	33.00
Grass Seed, Newport Bluegrass	185	lbs.	1.00	185.00
Dutch White Clover	110	lbs.	1.00	110.00
Inorganic Fertilizer, 10-16-8	150	cwt.	6.00	900.00
12-inch Culvert Pipe	4,800	lin. ft.	3.75	18,000.00
18-inch Culvert Pipe	710	lin. ft.	5.00	3,550.00
24-inch Culvert Pipe	1,470	lin. ft.	8.00	11,760.00
30-inch Culvert Pipe	210	lin. ft.	11.00	2,310.00
48-inch Culvert Pipe	140	lin. ft.	25.00	3,500.00
12-inch Metal Culvert Pipe	430	lin. ft.	3.75	1,612.50
Extra for Pipe Under Pavement	270	lin. ft.	5.00	1,350.00
Salvage and Reinstall Culvert Pipe	20	lin. ft.	3.00	60.00
12-inch Culvert End Sections	20	only	35.00	700.00
18-inch Culvert End Sections	6	only	40.00	240.00
24-inch Culvert End Sections	8	only	55.00	440.00
30-inch Culvert End Sections	4	only	110.00	440.00
8-inch Metal Drain Pipe	390	lin. ft.	2.50	975.00
6-inch Perforated Drain Pipe	6,500	lin. ft.	2.00	13,000.00
10-inch Perforated Drain Pipe	300	lin. ft.	3.00	900.00
6-inch Perforated Metal Drain Pipe	350	lin. ft.	2.00	700.00
8-inch Perforated Metal Drain Pipe	3,600	lin. ft.	2.50	9,000.00
10-inch Perforated Metal Drain Pipe	1,230	lin. ft.	3.00	3,690.00
12-inch Perforated Metal Drain Pipe	300	lin. ft.	3.75	1,125.00

Special Backfill in Drains	1,700	cu. yds.	$ 6.00	$ 10,200.00
Corrugated Metal Catch Inlets	10	only	125.00	1,250.00
Concrete Inlets, Type G-1	40	only	100.00	4,000.00
Concrete Inlets, Type D	8	only	125.00	1,000.00
18-inch Junction Boxes	2	only	200.00	400.00
24-inch Junction Boxes	1	only	250.00	250.00
Class "A" Concrete	120	cu. yds.	75.00	9,000.00
Metal Reinforcement	11,000	lbs.	0.16	1,760.00
Metal Guard Rail	43,000	lin. ft.	2.50	107,500.00
Metal Median Barrier	700	lin. ft.	3.75	2,625.00
Type 2 Barricade	440	lin. ft.	4.00	1,760.00
Rail End Pieces	24	only	5.00	120.00
Guard Rail Blocks	770	only	2.00	1,540.00
Portable Barricades	6	only	75.00	450.00
Guide Posts, W-1	190	only	7.00	1,330.00
Type 2 Fence	2,100	rods	8.00	16,800.00
Detour Surfacing	1,000	lin. ft.	10.00	10,000.00
Coarse Crushed Material in Base	109,600	ton	2.00	219,200.00
3/4" - 0 Material in Base	10,100	ton	2.10	21,210.00
Sprinkling	5,400	M-gal.	3.00	16,200.00
Plant-Mix Bituminous Base	12,800	ton	4.25	54,400.00
Asphalt in Bituminous Base	510	ton	38.00	19,380.00
Asphaltic Concrete Mixture	30,000	ton	4.50	135,000.00
Asphalt in Mixture	1,650	ton	38.00	62,700.00
RS-1 Asphalt	8	ton	75.00	600.00
Asphaltic Concrete Curbs	9,700	lin. ft.	0.75	7,275.00
Removal of Existing Sign Installations	All	Required		100.00
Wood Sign Posts	All	Required		640.00
Type "C" and "D" Signs in Place	423	sq. ft.	3.65	1,543.95
				$1,698,562.45

Flagging (57½% of Contractor's Cost)	All Required	15,000.00
Slide Removal	All Required	150,000.00
Horizontal Drains	All Required	25,000.00
		$190,000.00

Utilities

Work by Pacific N.W. Bell	All Required	6,000.00
Work by Pacific Power & Light Co.	All Required	8,500.00
Work by California-Pacific Utility	All Required	300.00
		$ 14,800.00
	Subtotal	$1,903,362.45
	10% Engr. & Cont.	190,335.55
	Total	$2,093,698.00

Length of Roadway 3.021 miles
Cost of Roadway per Mile $693,047.99

Federal Funds -	$1,926,000.00
State Funds -	167,698.00
	$2,093,698.00

FORM E-123X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
APR 12 1966

6490

April 8, 1966

Hawkins-Hawkins Co., Inc.
1255 Eastshore Highway
Berkeley, California 94710

Gentlemen:

This will acknowledge receipt of your claim letter of April 4, stating that Heaglin Construction Company, subcontractor, owes you $5,484.14 for guardrail and hardware supplies.

Your claim states this is in reference to the Groesbeck-Durbin, Inc., Contract No. 6490 for grading, paving and signing on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County.

The surety on this project is the St. Paul Fire & Marine Insurance Company through Tromp & McKinley Agency, 260 11th Avenue E., Eugene. We will advise them of the receipt of your letter and we will also forward your claim letter to the Secretary of State for filing.

Please let us know when your claim has been paid so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

File 4164

FILED
APR 11 1966
TOM McCALL
SECRETARY OF STATE

NOTED ON CARD

cc: St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Bldg.
San Francisco 6, California

Tromp & McKinley Agency
260 11th Avenue E.
Eugene, Oregon

Groesbeck-Durbin, Inc.
P. O. Box 646
Eugene, Oregon

Commissioners

Hon. Tom McCall

P.S. Please acknowledge receipt of this claim on the enclosed copy of your letter.

RECEIVED
APR 11 1966
TOM McCALL
SECRETARY OF STATE

RECEIVED
APR 12 1966
OREGON
STATE HIGHWAY COMMISSION

Hawkins*
HAWKINS-HAWKINS CO., INC.
EXECUTIVE OFFICE 1255 EASTSHORE HIGHWAY
BERKELEY, CALIFORNIA 94710
(Area Code 415) 525-8500

THE NAME IN HIGHWAY SAFETY

Cable Address: HAWKINSCO

Perma-Sign* Aluma-Sign*
Astro-Sign* Warning-Scope*
Safeti-Bar*

BRANCH OFFICES:
Southern Calif. Branch Office
3131 San Fernando Rd.
Los Angeles, Calif. 90065
Phone Area Code 213
257-8258

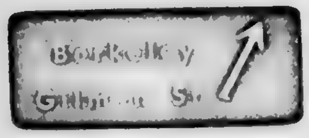
DISTRIBUTORS:
Coast to Coast
Hawaii and Alaska

April 4, 1966

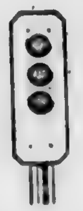
1700
LAURA LA.
1400
ROSE BLVD.

Secretary of State
State of Oregon
Salem, Oregon

ATTENTION: Oregon State Highway Dept.
REFERENCE: O.S.H.D. Contract No. 6490



Gentlemen:



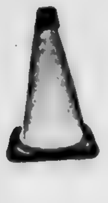
Notice hereby is given that the undersigned Hawkins-Hawkins Co., Inc. has a claim for guardrail and hardware supplied to Hoaglin Construction Company subcontractor to Groesbeck and Durbin Construction Co., prime contractor, in the sum of five thousand four hundred eighty four dollars and fourteen cents, against the bond taken from Groesbeck and Durbin Construction Co. bonded by St. Paul Fire and Marine Insurance Co. for the work of grading and paving signing and incidental work including installation of guardrail on the Cayote Creek-Grave Creek section of the Oregon State Highway in Josephine County.

Very truly yours,

HAWKINS-HAWKINS CO., INC.

Norman Hawkins
Norman L. Hawkins, Sr.
President

cc: Groesbeck & Durbin Const. Co.
cc: Floyd Query,
Secretary, Oregon State Highway Dept.
cc: Tromp & McKinley Agency
St. Paul Fire & Marine Ins. Co.
260 - 11th Street East
Eugene, Oregon



RECEIVED
APR 6 - 1966
OREGON
STATE HIGHWAY COMMISSION

BN:lwg

RECEIVED
MAR 30 1966

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

Labor

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 28, 1966

In reply refer to: 08-35.DB-1

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(37)72
Coyote Creek-Grave Creek Section
State Force Order No. 4
Total estimated amount of the Order - $5,000
Federal participation - $4,500

Reference is made to your letter dated March 21, 1966 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
Young w/encl.
By Asst. State Hwy. Engr.
3-30-66

RECEIVED
MAR 29 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

APPROVED
Contingent upon [illegible] of
project [illegible]
funds [illegible]
MAR 17 1966 M E Martin
Date
Dist. Engineer
U.S. Bureau of Public Roads

Form A-105—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Coyote Creek - Grave Creek Date March 15, 1966

Highway Pacific Contract No. 6490 F. A. Project No. I-5-2(37)72

County Josephine Prefix 617-1061 Account No. 234-04

Description of Work To Be Done:

Install horizontal drains.

Location by Station Numbers:

Lt. Sta. 280 - 285 on Frontage Road and any other places throughout the project where it may become necessary.

Estimate of Quantities and Costs:

Lump Sum Estimate

Labor	$ 2,000
Equipment	2,000
Materials	1,000
	$ 5,000

Explanation:

Work is required to drain underground water from cut slope that shows seepage and cracks. To be parformed by State Forces. This work provided for in original project authorization.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,746,765.67
Present estimate of project cost, including $ 5,000.00 for work under this order	$1,654,244.48
Expected under-run over-run (amount)	$ 0
Expected under-run over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Rolland J. VanCleave
Division Geologist ~~XXXXXXXXXX~~

Approval Recommended: /s/ John A. Bond
For Construction Engineer or ~~XXXXXXXXX~~

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

RECEIVED
MAR 22 1966
FOR FILING

[illegible]
6490

March 21, 1966

Mr. [illegible] Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 234, covering horizontal drains on the Coyote Creek-Grave Creek Section of the Pacific Highway in Josephine County, Contract No. 6490, in connection with Federal Aid Project No. I-5-7(37)71.

This work is necessary to drain slide area above the frontage road left of station 780 + 785 (Mackin Gulch Road). The slide area has been reactivated due to heavey rains and snow early in January of this year. The contractor is not equipped to do this work. The State has the necessary special equipment to do thw work more economically thum by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $5,000, with Federal participation of $4,500.

This work was tentatively recommended for approval by the BPR Area Engineer, March 17, 1966. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

CWT:ed
Enc.

RECEIVED
JAN 11 1966

FOR FILING I-5-2(37)72

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
~~MEDFORD~~
KENNETH N. FRIDLEY, MEMBER
WASCO
~~DAVID B. SIMPSON, MEMBER~~
PORTLAND

6490

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 16, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Dec. 14, 1965, on Contract No. 6490, Coyote Creek-Grave Creek Section, in Josephine County, in connection with Federal-Aid Project Number I-5-2(37)72.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: January 3, 1966

Conditions noted on above date:

The project was inspected on December 14, 1965 and found to be satisfactorily completed.

PVR/

A. W. Parsons
Division Engineer
M E Martin
By: M. E. Martin
District Engineer

REFERRED TO
Young
By Asst. State Hwy. Engr.
1-11-66

RECEIVED
JAN 6 1966

RECEIVED
DEC 6 - 1965
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: December 2, 1965

In reply refer to: 08-35.DB-1

TO 6449 : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Coyote Creek-Graves Creek Section of Pacific Highway I-5-2(37)72
State Force Order No. 3

Reference is made to your letter dated November 30, 1965 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor has completed all grading work and has moved his equipment from the project. The work will be delayed until next spring due to wet weather conditions and the State will have equipment in the area to perform this construction at that time.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
Wiend.
By Asst. State Hwy. Engr.
12-6-65

RECEIVED
DEC 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

APPROVED
Contingent [illegible]
project [illegible]
funds are [illegible] G-1P
NOV 23 1965 M.E. Martin
Dist. Eng.

Form A-106—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. [illegible] 3

Project Name Coyote Creek-Grave Creek Date November 19, 1965

Highway Pacific Contract No. 6490 F. A. Project No. I-5-2(37)72

County Josephine Prefix 617-1061 Account No. 275-03

Description of Work To Be Done:

Connect timber access road to the reconstructed Mackin Gulch County Road as requested by the Bureau of Land Management.

Location by Station Numbers:

200' right station L 289+00
(Mackin Gulch road sta. 13+25)

Estimate of Quantities and Costs:

1.	Move-in Costs	$ 250.00
2.	D-8 Cat W/Dozer - 24 hrs. at 22.90	549.60
3.	#12 Blade 4 hrs. at 11.00	44.00
4.	Front End Loader 3½ yds.-4 hrs. at 15.90	63.60
5.	Labor (including operators)	242.80
		$1,150.00

Explanation: It is in the best interest of the public to do this work with State Forces as the contractor for this project has completed all grading work and moved equipment from site and is under penalty for overrun of time. Also work cannot be done this fall as grades are too wet. It is planned to do this work next spring when State equipment is near at hand to minimize move-in costs.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 1,746,765.67

Present estimate of project cost, including $ 1,150.00 for work under this order $ 1,746,765.67

Expected under-run over-run (amount) . . . . . . $

Expected under-run over-run (per cent) . . . . .

Space to right of this line is for use of Salem Office

Submitted by: /s/A. L. Chapman Resident Engineer

Approval Recommended: /s/ John A. Bond For Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner II Asst. Division Engineer

Approved: /s/ L. H. Young ~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer~~ or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

RECEIVED
NOV 30 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

[illegible]

6490

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 24, 1965

Pacific Northwest Bell Telephone Company
785 Grant Street
Eugene, Oregon

ATTENTION: Mr. K. C. Searcy

RE: Access Road - Station 268+50
Coyote Creek-Grave Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(37)72

NOTED
F. B. KLABOE

Gentlemen:

Your letter of October 21, 1965 concerning the difficulty your personnel are having negotiating this access road has been referred to the undersigned for reply.

This matter has been investigated in the field and it seems the difficulties arose due to a misunderstanding. It was the State's understanding an access road suitable for four-wheel drive vehicles was all that would be required. However, we are now advised your personnel are having trouble negotiating this grade with two-wheel drive vehicles.

Considering the close proximity of winter, we would recommend this section of access road be allowed to stabilize until next summer. If at that time you are still having difficulty negotiating this grade, we will take what corrective measures are necessary to restore the function of this access as it existed prior to construction.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
NOV 29 1965
OFFICE OF
STATE HIGHWAY ENGINEER

PGP:bjm

cc: F. B. Klaboe
L. R. Chandler
A. L. Chapman
J. E. Holcomb

RECEIVED
NOV 2 - 1965

UNITED STATES GOVERNMENT
(11-63)
(Pres. by
A.O. 206-10)

Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 26, 1965

In reply refer to: 08-35.4-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Oregon I-5-2(37)72
Coyote Creek-Grave Creek Section
State Force Order No. 2
Temporary striping of pavement

Reference is made to your letter dated October 20, 1965 concerning the subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The work needs to be performed in stages as the contractor's work progresses and necessity arises, in order to provide for the safety and guidance of the traveling public. The uncertainty as to the extent of striping required and new imposed traffic patterns would tend to result in excessively high bid prices if the work was undertaken under a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the approved order is returned herewith.

RECEIVED
OCT 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
By Asst. State Hwy. Engr.
11-1-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of
project agreement if additional
funds are required.
Date OCT 15 1965 By W.E. Martison
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 2

Project Name Coyote Creek - Grave Creek Date September 23, 1965

Highway Pacific Contract No. 6490 F. A. Project No. I-5-2(37)72

County Josephine Prefix 617-1061 Account No. 274-02

Description of Work To Be Done:

Temporary striping for channelization of traffic to protect public during construction. Work to be done in stages as contract work progresses and traffic volume dictates.

Location by Station Numbers:

215+00 - 385+00

Estimate of Quantities and Costs:

Approximately 75 hours work for crew at $35.00 per hr. $2,625.00

Explanation:

Striping needed at various locations at different times throughout project for traffic safety as necessary to allow construction.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 1,746,765.67
Present estimate of project cost, including $ 2,625.00 for work under this order	$ 1,746,765.67
Expected under-run over-run (amount)	$
Expected under-run over-run (per cent)	

Space to right of this line is for use of Salem Office

Submitted by: /s/ Bruce E. Taylor
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams
Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

FORM E-123X 20M 5-65

RECEIVED

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6470

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 5, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Concrete Aggregates
Graves Creek and Cow Creek Sources

PROJECT	CONTRACT NO.
Graves Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Creek	6490
Glendale Jct.-Coyote Cr.	6519
Canyon Creek Pass-Azalea	6548
Canyonville-Bear Gulch	6571
Azalea-Glendale Jct.	6578
Grave Creek	6643

Dear Sir:

NOTED
F.B. KLABOE

Considerable difficulty has been encountered obtaining both the specified strengths and the 5 - 8 per cent entrained air on the concrete for structures on the above-named projects. Placing of P.C.C. pavement to be done next spring will also utilize aggregates from the Cow Creek source. The results of field and laboratory tests are contained in the attached reports by Mr. O. A. White, Engineer of Materials and Research.

The results of these tests indicate that consistent strengths above 3300 psi cannot be obtained using these aggregates at any air content. Consistent strengths of course are of primary importance. There are, however, other benefits derived from entrained air which are desirable, especially on structures. One of these is the resistance to the action of salts.

Although freeze and thaw cycles are relatively few in the locale where these aggregates are to be used, the roadways, curbs and sidewalks of structures are the first to be affected by these cycles and are the only areas where salt will be used as a safety measure by our maintenance forces. This factor therefore is of considerable concern to our Bridge Department.

Your concurrence in the following course of action is therefore requested:

1. Reduction in specified entrained air content from 5 - 8 per cent to 3% ± 1%. The results of tests taken on a sufficient number of additional pours on structures observed to determine if specified strengths can be consistently obtained.

2. If specified strengths are not substantially maintained, we will then determine what additional corrective measures are to be made.

Laboratory tests indicate strengths can be obtained by eliminating the air entrainment entirely. This would be most effective on the P.C.C. pavement where the use of salt is not used extensively and, as it will not be placed until next spring, we should have sufficient time to review the results reducing the air content. The air content specified for P.C.C. pavement is 3 - 6% and the deleting of this specification possibly would not be required.

There are surface treatment which can be applied to the affected areas of structures to resist the action of salts. The type of treatment, how extensive it will have to be applied, and additional costs involved can then be determined if the specified strengths cannot be maintained at the reduced air content.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

MDG:fp
Enc.
cc F. B. Klaboe
L. P. Shaw
Ivan Merchant
A. A. Rear
O. A. White

[illegible]
OCT [illegible] 1965
[illegible]

RECEIVED
OCT 1 - 1965
FORM [illegible] 3-63

FOR FILING
[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1965

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources

To:

Frank Morgan
Construction Engineer
Office

REF: Memo Dated September 10, 1965

Referenced memo indicates 7 day strength tests on concrete using washed and unwashed Cow Creek aggregate (Chart III). Twenty eight days strength tests have been made. The results are as follows:

	Washed	Unwashed
	3075 p.s.i.	2880 p.s.i.
	3255 p.s.i.	3090 p.s.i.
Average	3165 p.s.i.	2985 p.s.i.

Also, 7 day strength tests were indicated on concrete using Graves Creek Material without air entraining agent. Twenty eight day test results are:

	4935 p.s.i.
	4830 p.s.i.
Average	4880 p.s.i.

OA White
O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

RECEIVED
SEP 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1965

FORM E-30X 20M 9-63 49606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1965

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources.

Project	Contract No.
Grave Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Cr.	6490
Glendale Junction-Coyote Cr.	6519
Grave Cr.	6643
Canyon Cr. Pass-Azalea	6548
Azalea-Glendale Jct.	6578
Canyonville-Bear Gulch	6571

To:

Frank Morgan
Construction Engineer
Office

Considerable difficulty has been encountered in obtaining the combination of specified strengths and air content in concrete for subject projects. The attached charts show results of tests on specimens received from the field and those made in the Laboratory. The charts include only the results of tests on specimens in which Cow Creek and Graves Creek material were used and in which the cement contents are comparable.

This is not intended as a treatise on air entrainment. However, there are some facts concerning air entrainment that must be considered in a satisfactory resolvement of the current problem. These facts are:

1. The value of entrained air in increasing durability is not directly proportional to the air content. The value becomes apparent between 5 and 9 percent entrained air.

2. The value of entrained air in increasing durability decreases as the cement content increases. Concrete with cement contents above 6.5 sks. per yard are not appreciably benefited by entrained air.

3. Strength of concrete decreases with increased air content. The decrease in strength can be counteracted upon by reduction of sand content and reduction of water - cement ratio. The increased strength resulting from decreased W/C will, in general, equal the loss of strength resulting from entrained air in quantities up to 4 to 5 percent. The slope of the strength - air content curve and the location of the curve on the chart will vary with use of different aggregates and different cements at constant cement content.

NOTED
LLOYD B. SHAW

4. The effectiveness of entrained air in increased durability depends on an even distribution of air bubbles to the surface of the concrete. There is general opinion that worked surfaces, such as bridge decks and pavement slabs, do not have entrained air in the surface concrete. The value of entrained air is therefor lost.

5. Addition of air entraining agent will result in greater variability of cylinder strengths. Mix corrections for air entrained concrete are based on an assumed air content that will be developed. The actual air developed is seldom, if ever, the amount assumed. The mix will therefor be either under corrected or over corrected, resulting in greater variability in the test strengths.

Chart I shows the results of 28 day tests on 35 cylinders submitted from the project. Type of aggregate, type of cement, cement content, and slump are constant within practical production limits. The circled points are averages of strengths at a given air content. The trend curve indicates that it is possible to obtain an average 3300 p.s.i. concrete with 4% air at 6.3 sks. cement per yard. Such an attempt, however, will result in some 4.0% of test results below 3300 p.s.i. A higher cement content would probably raise the trend curve to some extent. Chart II, however, does not show an appreciable rise in the trend curve with 7 sks. per yard.

Chart III shows the same trend obtained on Laboratory made cylinders as on the field submitted cylinders. The 28 day test curve is slightly higher on Chart III, and the variability appears somewhat less. This is probably due to the easier control of the mix in the Laboratory. No difficulty in obtaining 3300 p.s.i. is evidenced in the concrete without air, even at 7 days curing. Twenty-eight day tests will be made about September 24.

It has been suggested that excessive dirt on the coarse aggregate is the cause of low strength. Samples of the "dirty" aggregate were submitted for test. These samples had 1.0% and 0.6% material passing the #200. These values indicate the material is not clean, but is within specifications, and is not considered excessively dirty. The "dirty" material submitted was divided and one portion thoroughly washed. Concrete specimens were made of the washed and unwashed portions. Seven day test results are shown on Chart III. These 7 day strengths would indicate that the 28 day strengths will be below 3300 p.s.i. The 28 day strengths will be tested about September 24.

It appears obvious that 6.3 sk. per yard concrete cannot be made with the subject aggregates at any air content without a large percentage of test results below 3300 p.s.i. A higher cement content would probably decrease the percentage below 3300 p.s.i. but the value of any air in concrete with cement content above 6.3 sks. is questionable. Further, the purpose of entrained air is increased resistance to cycles of freezing and thawing and to reactive aggregates. Reactive aggregates are non existent in the sources considered and, the number of freezing and thawing cycles are relatively non existent in the locality considered. It is the opinion of this office that the strength obtained on non air entrained concrete far outweighs any possible advantages that could be obtained with entrained air, low strengths, and high variability in strengths in structure decks and continuously reinforced concrete slabs.

It is therefor recommended that authorization be obtained to strike the requirement for entrained air in concrete made of aggregate from subject sources for subject projects.

OAWhite
O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

RECEIVED
SEP 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Chart I.

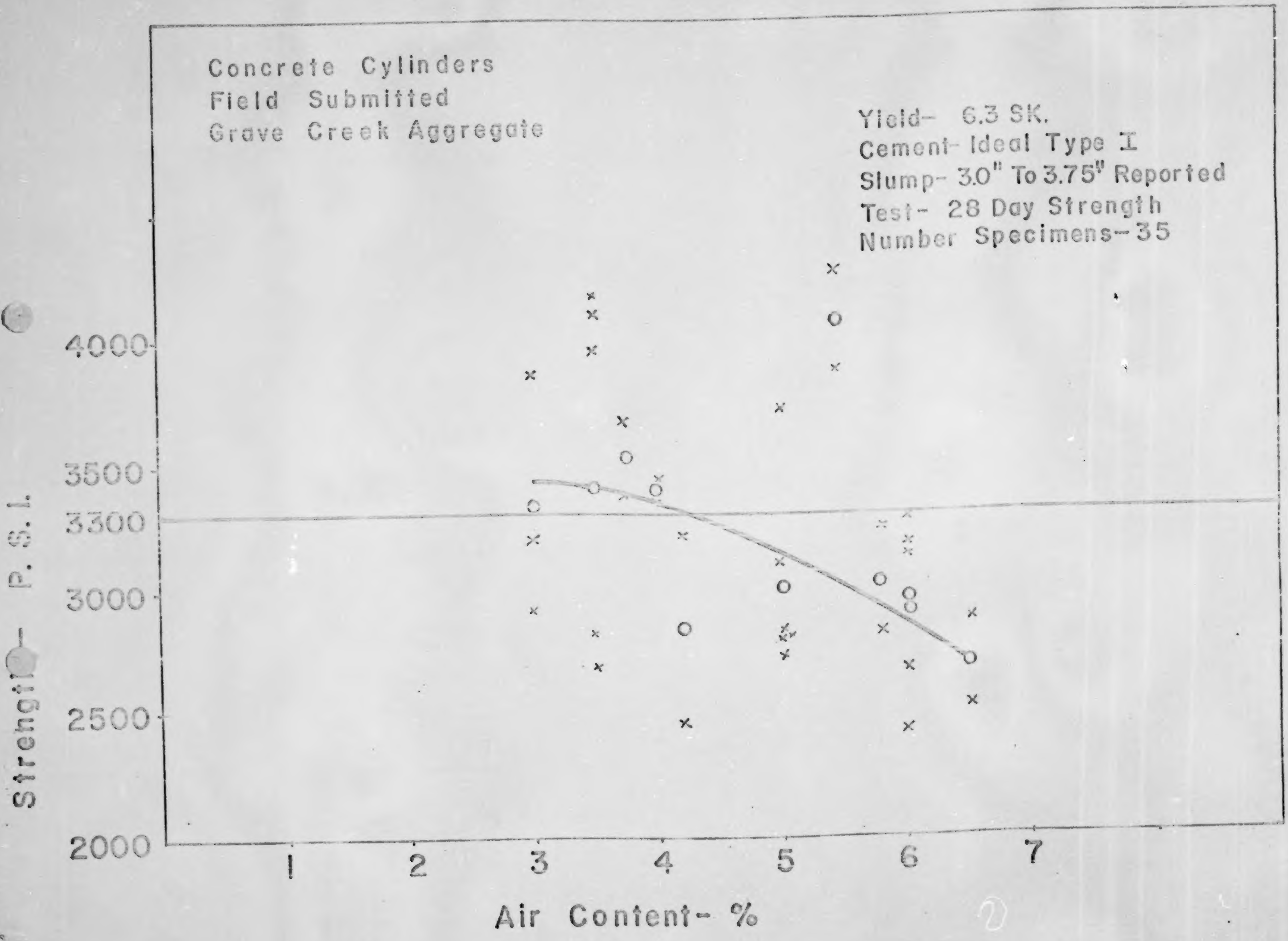
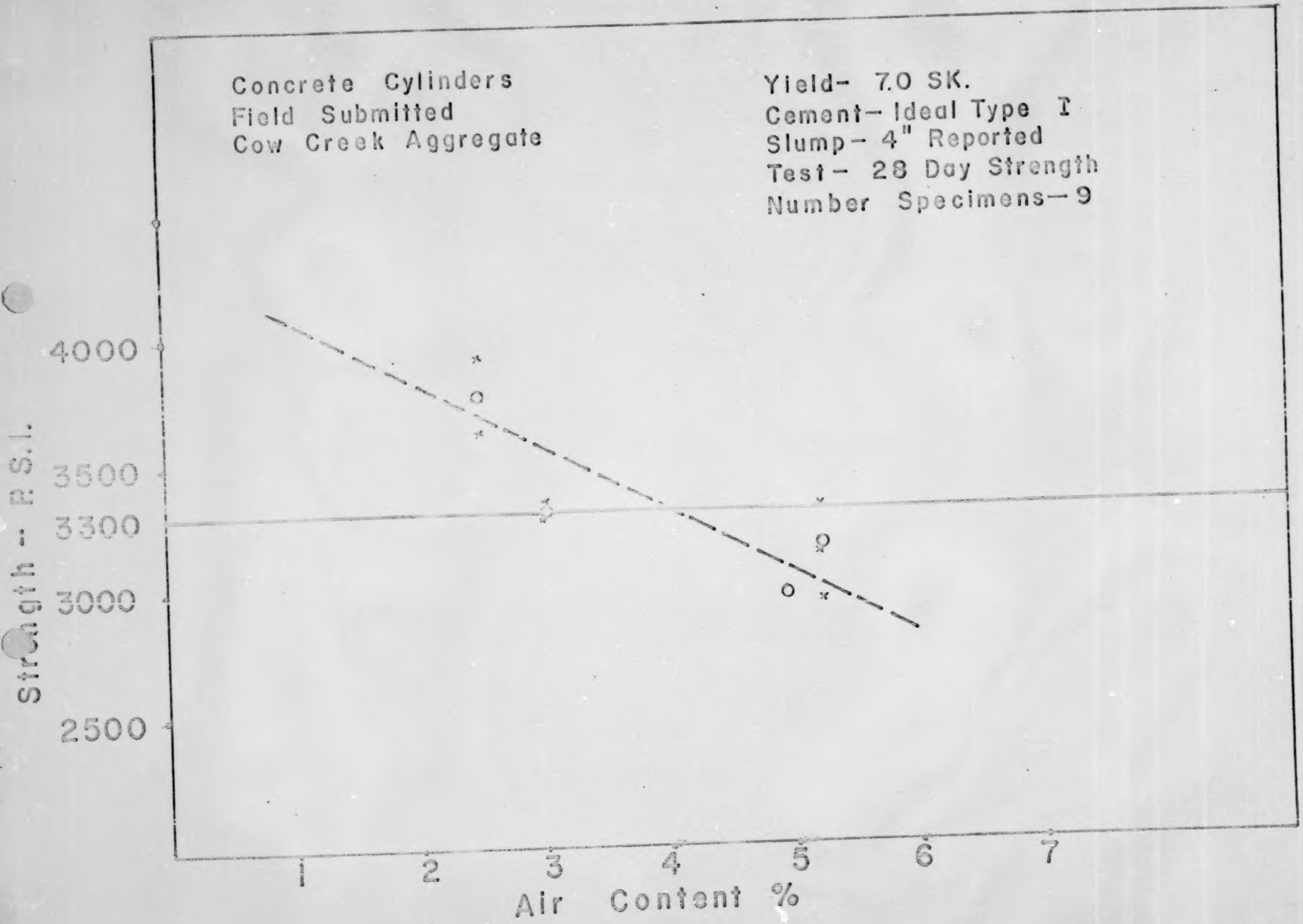

Concrete Cylinders
Field Submitted
Grave Creek Aggregate
Yield- 6.3 SK.
Cement- Ideal Type I
Slump- 3.0" To 3.75" Reported
Test- 28 Day Strength
Number Specimens-35
Strength - P. S. I.
4000
3500
3300
3000
2500
2000
1
2
3
4
5
6
7
Air Content- %

Chart 2.


Concrete Cylinders
Field Submitted
Cow Creek Aggregate
Yield- 7.0 SK.
Cement- Ideal Type I
Slump- 4" Reported
Test- 28 Day Strength
Number Specimens-9
Strength - P.S.I.
4000
3500
3300
3000
2500
1
2
3
4
5
6
7
Air Content %

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 6446 Ends with: Contract# 6490

FLASH CARDS: Begins every Contract

Remarks: #6490 continues on reel 120

Reel No. 119 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 24th day of April, 1981 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm